

United States District Court
Southern District of Florida

Case Number: 23-CV-61804

SUPPLEMENTAL ATTACHMENT(S)

Please refer to supplemental "file" in the division where the Documents/Exhibits were submitted and filed.

Division Document/Exhibits Submitted and Filed: Foot Locker

These Documents/Exhibits must not be placed in the "temp chron file".

Documents/Exhibits Retained in Supplemental Files (Scanned)

- ☒ • Poor quality scanned images (i.e. Handwritten, Photographs)
- ☐ • Surety bonds
- ☐ • Bound extradition papers

Documents/Exhibits Retained in Supplemental Files (Not Scanned)

- ☐ • CD, DVD, USB drive. (i.e. Audio/Visual)

** All other documents and documentary exhibits are part of the CM/ECF Case Record in pdf format.

Date: 10/5/23

EXH. 115
113

Laura Ashley Jackson, CourtXpress@firmsolutions.us
Laura Ashley Jackson, FLCourtDocs@brockandscott.com
Stephen Christopher Wilson, scwilson862007@yahoo.com
Stephen Christopher Wilson, scwilson862007@yahoo.com
Tania Bartolini, tania.bartolini@bartolinilaw.com
Tania Bartolini, info@bartolinilaw.com
Willnae Lacroix, FLFileTeam@brockandscott.com
Willnae Lacroix, FLCourtDocs@brockandscott.com
Willnae Lacroix, courtxpress@FirmSolutions.us
maurice symonette, BigBOSS@Clerk.com
maurice symonette, BIGBOSS1043@yahoo.com
maurice symonette, boss1@clerk.com

Physically Served:

Online
Sunshine

Official Internet Site of the Florida Legislature

Advanced Legislative
Search and Browse

September 22, 2023

Search Statutes:

2023

Search

Select Year:

2023

Go

Home
Senate
House
Citorator

Statutes, Constitution,
& Laws of Florida

Florida Statutes

Search Statutes

Search Tips

Florida Constitution

Laws of Florida

Legislative & Executive

Branch Lobbyists

Information Center

Joint Legislative

Committees &

Other Entities

Historical Committees

Florida Government

Efficiency Task Force

Legislative Employment

Legistore

Links

Interpreter Services for the
Deaf and Hard of Hearing

Florida Grades
K-5

Life as a
Lawmaker 6+

The 2023 Florida Statutes

Title X

Chapter 117

[View Entire Chapter](#)

PUBLIC OFFICERS, EMPLOYEES, AND RECORDS NOTARIES PUBLIC

117.05 Use of notary commission; unlawful use; notary fee; seal; duties; employer liability; name change; advertising; photocopies; penalties.--

(1) A person may not obtain or use a notary public commission in other than his or her legal name, and it is unlawful for a notary public to notarize his or her own signature. Any person applying for a notary public commission must submit proof of identity to the Department of State. Any person who violates this subsection commits a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

(2)(a) The fee of a notary public may not exceed \$10 for any one notarial act under this part, except as provided in s. [117.045](#) or s. [117.275](#).

(b) A notary public may not charge a fee for witnessing a vote-by-mail ballot in an election, and must witness such a ballot upon the request of an elector, provided the notarial act is in accordance with the provisions of this chapter.

(3)(a) A notary public seal shall be affixed to all notarized paper documents and shall be of the rubber stamp type and shall include the words "Notary Public-State of Florida." The seal shall also include the name of the notary public, the date of expiration of the commission of the notary public, and the commission number. The rubber stamp seal must be affixed to the notarized paper document in photographically reproducible black ink. Every notary public shall print, type, or stamp below his or her signature on a paper document his or her name exactly as commissioned. An impression-type seal may be used in addition to the rubber stamp seal, but the rubber stamp seal shall be the official seal for use on a paper document, and the impression-type seal may not be substituted therefor.

(b) The notary public official seal and the certificate of notary public commission are the exclusive property of the notary public and must be kept under the direct and exclusive control of the notary public. The seal and certificate of commission must not be surrendered to an employer upon termination of employment, regardless of whether the employer paid for the seal or for the commission.

(c) A notary public whose official seal is lost, stolen, or believed to be in the possession of another person shall immediately notify the Department of State or the Governor in writing.

(d) Any person who unlawfully possesses a notary public official seal or any papers or copies relating to notarial acts is guilty of a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

(4) When notarizing a signature, a notary public shall complete a jurat or notarial certificate in substantially the same form as those found in subsection (13). The jurat or certificate of acknowledgment shall contain the following elements:

(a) The venue stating the location of the notary public at the time of the notarization in the format, "State of Florida, County of _____."

(b) The type of notarial act performed, an oath or an acknowledgment, evidenced by the words "sworn" or "acknowledged."

(c) Whether the signer personally appeared before the notary public at the time of the notarization by physical presence or by means of audio-video communication technology as authorized under part II of this chapter.

(d) The exact date of the notarial act.

Exh.207



CFN 2007R0290646
DR 84 25468 Pgs 0289 - 291 (3pgs)
RECORDED 03/21/2007 13:14:02
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared By:

After Recording Return To:

Brb Abstracting, Inc
6412 S Howell Ave.
Oak Creek, WI 53154

[Space Above This Line For Recording Data]

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

Mortgage Electronic Registration Systems, Inc.

P.O. Box 3026

whose mailing address is

Wash, DC 20001-2026

all of the undersigned's right, title and interest in, to and under that certain Mortgage dated
OCTOBER 20, 2005 executed by **LEROY WILLIAMS, AN UNMARRIED MAN**

to **LANCASTER MORTGAGE BANKERS, A LIMITED LIABILITY COMPANY**, as mortgagor,

and recorded either

☐ concurrently herewith; or

☐ as Instrument No. **2005R119350** on **11/16/05**

page **3465** in the Official Records in the County Recorder's office of

in book **23966**.

FLORIDA

MIAMI-DADE County.

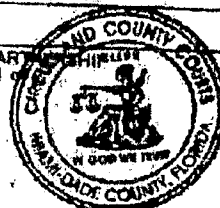
A.P.N. #: **0622280113400**

describing land therein as:

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

MIN: 10005401225400581

FLORIDA ASSIGNMENT OF MORTGAGE/CORPORATION ON PART
Page 1 of 1



DocuSign eFile 200-643-1363
www.docuSign.com

22540058

Book25468/Page289

CFN#20070290646

Page 1 of 3

CFN 2005R1193500
DR Bk 23966 Pgs 3465 - 3482 (18pgs)
RECORDED 11/16/2005 16:44:30
MTG DOC TAX 5,250.00
INTANG TAX 3,000.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared By:

After Recording Return To:
LANCASTER MORTGAGE BANKERS
20 INDEPENDENCE BLVD
WARREN, NEW JERSEY 07059
Loan Number: 150008387

[Space Above This Line For Recording Date]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated OCTOBER 20, 2005, together with all Riders to this document.
- (B) "Borrower" is LEROY WILLIAMS, AN UNMARRIED MAN.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is LANCASTER MORTGAGE BANKERS

Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of NEW JERSEY
Lender's address is 20 INDEPENDENCE BLVD, WARREN, NEW JERSEY 07059

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated OCTOBER 20, 2005
The Note states that Borrower owes Lender ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 Dollars (U.S. \$1,500,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 1, 2035.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

FLORIDA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3010 1/01 Page 1 of 18

DocuSign ©2003 800-491-1332
www.docuSign.com



Exh.213

8/19/2017

Miami-Dade Official Records - Print Document

1 MICRILS MORTGAGE LENDING REPORT MORTGAGE LENDING REPORT 10/06/2023

CFN 20070831508
 OR Bk 25873 Pg 2624 (1st)
 RECORDED 08/22/2007 08:58:38
 HARVEY RUMIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA
 LAST PAGE

ASSIGNMENT OF MORTGAGE

SOURCE FOR RECORDING ONLY FL 6100.26

FOR VALUE RECEIVED, on or before May 15, 2007, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, ("Assignor") whose address is 7700 W. FARMER LANE, BLDG D, AUSTIN, TEXAS 78729, assigned, transferred and conveyed to: DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT SERIES RAST 2004-AS (CSFE) ("Assignee") whose address is 440 Sierra Madre Villa Ave, Suite 101, Mail Stop HS 01-04, Pasadena, CA 91107, its successors and/or assigns, all of the right, title, and interest of Assignor in and to that certain Mortgage (the "Mortgage") dated October 20, 2005 and recorded November 16, 2005 in Official Records Book 23966 at Page 2465 of the public records of DADE County, Florida, encumbering the following-described real property:

LOT 103, BLOCK 14 OF THE BANS SOUCI ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 50, AT PAGE 86, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

as the same may have been amended from time to time; together with the Note and indebtedness secured thereby.

MORTGAGOR(S): LEROY WILLIAMS

IN WITNESS WHEREOF, Assignor has executed and delivered this Instrument on July 31, 2007.

Signed, sealed and delivered
 in the presence of:

Witness Georgia Salinas
 Typed Name Georgia Salinas

Witness Sherry Brown
 Typed Name Sherry Brown

MORTGAGE ELECTRONIC REGISTRATION
 SYSTEMS, INCORPORATED
 By: Don Bradley

Typed Name: Don Bradley
 Title: Vice President

Witness: Paige Holen
 Typed Name: Paige Holen
 Title: Vice President

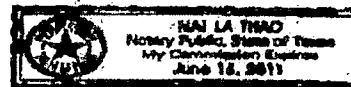
(Affix Corporate Seal)

STATE OF TEXAS
 COUNTY OF WILLIAMSON

BEFORE ME, the undersigned, personally appeared Don Bradley and Paige Holen as Vice President and Vice President respectively, of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED known to me to be the persons that executed the foregoing instrument, and acknowledged that they executed the foregoing as its duly authorized officers and that such execution was done as the free act and deed of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED this 31 day of July, 2007.

Notary Public: M. A. L. Theo
 My commission expires:

Recording requested by, prepared by and return to:
 Echeverria, Codilla & Stawinski
 P.O. Box 25018



FILE NUMBER: F07015531

DOC ID: M001100

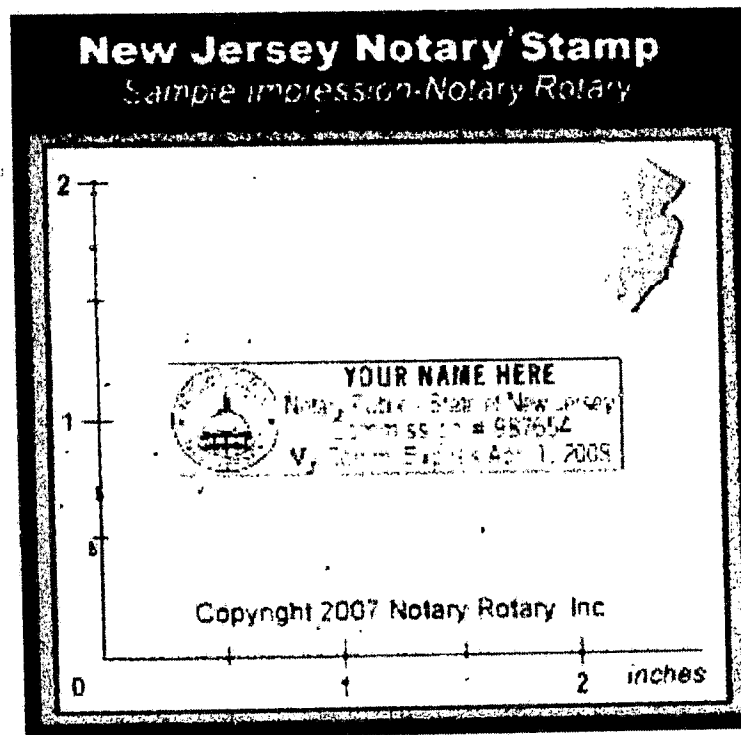
F07015531

M001100

Book25873/Page2624 CFN#20070831508

Page 1 of 1

Exh.217





Official Internet Site of the Florida Legislature

September 22, 2023

Search Statutes:

2023

Search

Advanced Legislative
Search and Browse[Home](#)[Senate](#)[House](#)[Citor](#)[Statutes, Constitution,
& Laws of Florida](#)[Florida Statutes](#)[Search Statutes](#)[Search Tips](#)[Florida Constitution](#)[Laws of Florida](#)[Legislative & Executive
Branch Lobbyists
Information Center](#)

Select Year:

2023

Go

The 2023 Florida Statutes

[Title XI](#)REAL AND PERSONAL
PROPERTY[Chapter 695](#)RECORD OF CONVEYANCES OF REAL
ESTATE[View Entire
Chapter](#)

695.26 Requirements for recording instruments affecting real property.—

(1) No instrument by which the title to real property or any interest therein is conveyed, assigned, encumbered, or otherwise disposed of shall be recorded by the clerk of the circuit court unless:

Online Sunshine Official Internet Site of the Florida Legislature
 September 22, 2023 Search Statutes: 2023 Search Archived Legislation
 Select Year: 2023

[Home](#)
[Senate](#)
[House](#)
[Citator](#)
[Statutes](#) [Constitution](#)
[Laws of Florida](#)

[Florida Statutes](#)
[Search Statutes](#)
[Search Tips](#)
[Florida Constitution](#)
[Laws of Florida](#)
[Legislative & Executive Branch Lobbyists Information Center](#)
[Joint Legislative Committees & Other Entities](#)
[Historical Chamber of Florida Government](#)

The 2023 Florida Statutes

Title XL	Chapter 695	View Entire Chapter
REAL AND PERSONAL PROPERTY	RECORD OF CONVEYANCES OF REAL ESTATE	

695.01. Conveyances and liens to be recorded.—

(1) No conveyance, transfer, or mortgage of real property, or of any interest therein, nor any lease for a term of 1 year or longer, shall be good and effectual in law or equity against creditors or subsequent purchasers for a valuable consideration and without notice, unless the same be recorded according to law; nor shall any such instrument made or executed by virtue of any power of attorney be good or effectual in law or in equity against creditors or subsequent purchasers for a valuable consideration and without notice unless the power of attorney be recorded before the accruing of the right of such creditor or subsequent purchaser.

Online
Sunshine

Official Internet Site of the Florida Legislature

September 22, 2023

Search Statutes:

2023

Search

Advanced Leg slator
Search and Browse[Home](#)[Senate](#)[House](#)[Citor](#)[Statutes, Constitution,
& Laws of Florida](#)[Florida Statutes](#)[Search Statutes](#)[Search Tips](#)[Florida Constitution](#)[Laws of Florida](#)[Legislative & Executive](#)[Branch Lobbyists](#)[Information Center](#)[Joint Legislative](#)[Committees &](#)[Other Entities](#)[Historical Committees](#)[Florida Government](#)

Select Year: 2023

Go

The 2023 Florida Statutes

Title XI

REAL AND PERSONAL PROPERTY

Chapter 695

RECORD OF CONVEYANCES OF REAL ESTATE

[View Entire
Chapter](#)

695.26 Requirements for recording instruments affecting real property.—

(1) No instrument by which the title to real property or any interest therein is conveyed, assigned, encumbered, or otherwise disposed of shall be recorded by the clerk of the circuit court unless:

(a) The name of each person who executed such instrument is legibly printed, typewritten, or stamped upon such instrument immediately beneath the signature of such person and the post-office address of each such person is legibly printed, typewritten, or stamped upon such instrument;

September 22, 2023

Search Statutes:

2023

Search

Official Internet Site of the Florida Legislature

Advanced Legislative
Search and Browse

Home
Senate
House
Citator

Statutes, Constitution,
& Laws of Florida

Florida Statutes

Search Statutes

Search Tips

Florida Constitution

Laws of Florida

Legislative & Executive
Branch Lobbyists
Information Center
Joint Legislative
Committees &
Other Entities

Historical Committees
Florida Government
Efficiency Task Force
Legislative Employment
Legistore
Links

Interpreter Services for the
Deaf and Hard of Hearing

Findings Grades
K-5

LIFE AS A
LAWMAKER 6+

Select Year:

2023

Go

The 2023 Florida Statutes

Title XXXIII

REGULATION OF TRADE, COMMERCE, INVESTMENTS, AND SOLICITATIONS

Chapter 494

LOAN ORIGINATORS AND MORTGAGE BROKERS

[View Entire
Chapter](#)

494.0075 Requirements for selling loans to noninstitutional investors.—

(1) A mortgage lender, when selling a mortgage loan to a noninstitutional investor, shall:

(a) Before any payment of money by a noninstitutional investor, provide an opinion of value from an appraiser stating the value of the security property unless the opinion is waived in writing. The opinion must state the value of the property as it exists on the date of the opinion. If any relationship exists between the lender and the appraiser, that relationship must be disclosed.

(b) Provide to the noninstitutional investor a mortgagee's title insurance policy or an opinion of title by an attorney licensed to practice law in this state, or a copy thereof:

1. If a title insurance policy is issued, it must insure the noninstitutional investor against the unmarketability of the mortgagee's interest in such title. It must also specify any superior liens that exist against the property. If an opinion of title is issued by an attorney, the opinion must include a statement as to the marketability of the title to the property described in the mortgage and specify the priority of the mortgage being purchased.

2. If the title insurance policy or opinion of title is not available at the time of purchase, the licensee shall provide a binder of the title insurance or conditional opinion of title. This binder or opinion must include any conditions or requirements needed to be corrected before the issuance of the final title policy or opinion of title. The binder or opinion must also include information concerning the requirements specified in subparagraph 1. Any conditions must be eliminated or waived in writing by the investor before delivery to the noninstitutional investor. The policy or opinion, or a copy thereof, shall be delivered to the investor within a reasonable period of time, not exceeding 6 months, after purchase.

3. The requirements of this paragraph may be waived in writing. If the requirements are waived by the noninstitutional investor, the waiver must include the following wording: "The noninstitutional investor acknowledges that the mortgage lender selling this mortgage loan is not providing a title insurance policy or opinion of title issued by an attorney who is licensed to practice law in the State of Florida. Any requirement for title insurance or for a legal opinion of title is the sole responsibility of the noninstitutional mortgage purchaser."

(c) Provide, if the loan is other than a first mortgage, a statement showing the balance owed by the mortgagor on any existing mortgages prior to this investment and the status of such existing mortgages.

(d) Provide a disclosure if the licensee is directly or indirectly acting as a borrower or principal in the transaction.

(2) Each mortgage, or other instrument securing a note or assignment thereof, must be recorded before being delivered to the noninstitutional investor.

(3) Each mortgage and assignment shall be recorded as soon as practical, but within 30 business days after the date of purchase.

(4) If the loan is to be serviced by a licensee under this part for a noninstitutional investor, there shall be a written servicing agreement.

(5) The mortgage lender shall cause the original note to be properly endorsed showing the assignment of the note to the noninstitutional investor.

History.—ss. 47, 50, ch. 91-243; s. 4, ch. 91-429; s. 99, ch. 2009-241.



Official Internet Site of the Florida Legislature

September 22, 2023

Search Statutes:

2023

Search

Advanced Legislative
Search and Browse

Select Year:

2023

Go

Home
Senate
House
Citator
Statutes, Constitution,
& Laws of Florida

The 2023 Florida Statutes

Florida Statutes
Search Statutes
Search Tips
Florida Constitution
Laws of Florida
Legislative & Executive
Branch Lobbyists
Information Center
Joint Legislative
Committees &
Other Entities
Historical Committees
Florida Government
Efficiency Task Force
Legislative Employment
Legistore
Links

Interpreter Services for the
Deaf and Hard of Hearing

Title XL
REAL AND PERSONAL
PROPERTY

Chapter 701
ASSIGNMENT AND CANCELLATION OF
MORTGAGES

View Entire
Chapter

701.02 Assignment not effectual against creditors unless recorded and indicated in title of document; applicability.--

(1) An assignment of a mortgage upon real property or of any interest therein, is not good or effectual in law or equity, against creditors or subsequent purchasers, for a valuable consideration, and without notice, unless the assignment is contained in a document that, in its title, indicates an assignment of mortgage and is recorded according to law.

(2) This section also applies to assignments of mortgages resulting from transfers of all or any part or parts of the debt, note or notes secured by mortgage, and none of same is effectual in law or in equity against creditors or subsequent purchasers for a valuable consideration without notice, unless a duly executed assignment be recorded according to law.

(3) Any assignment of a mortgage, duly executed and recorded according to law, purporting to assign the principal of the mortgage debt or the unpaid balance of such principal, shall, as against subsequent purchasers and creditors for value and without notice, be held and deemed to assign any and all accrued and unpaid interest secured by such mortgage, unless such interest is specifically and affirmatively reserved in such an assignment by the assignor, and a reservation of such interest or any part thereof may not be implied.

Exh.223

PAGE 1 OF 1

P.O. Box 293150
Lewisville, TX 75029-3150

86702-0010386-003

LEROY WILLIAMS
1977 NE 119TH RD
NORTH MIAMI FL 33181-3319**BILLING STATEMENT**

Statement Date:

03/02/07

Loan Number:

0014596589

Automated Information Line:
1-800-723-3004Visit our Web Site:
www.emcmortgageservicing.com

Pay by Phone:

1-877-472-9362

Pay by phone at no cost!



Check here if your address or phone numbers have changed and complete the form on the reverse side

PROPERTY ADDRESS: 1977 NE 119TH RD
MIAMI FL 33181**ACCOUNT INFORMATION**

Loan Number	0014596589
Interest Rate	10.1250%
Current Principal Balance*	297,632.88
Current Escrow Balance	0.00
Year-to-Date: Principal Paid	-713.94
Year-to-Date: Interest Paid	-4,066.97
Year-to-Date: Taxes Paid	0.00
Year-to-Date: Hazard Insurance Paid	0.00
Late Charge Fee (per month)	177.38

PAYMENT SUMMARY

Payment Due Date	01/01/07
Principal & Interest	\$3,547.29
Escrow Payment	0.00
Total Past Due	10,641.87
Late Charge	354.72
Returned Check Fee	75.00
Speedpay Fee	19.90
Total Amount Due	14,638.78

*This is your Principal Balance only, not the amount required to pay your loan in full.

IMPORTANT MESSAGES

EMC is writing regarding the collection of your loan, and any information obtained will be used for that purpose.

ACCOUNT ACTIVITY

TRANSACTION DESCRIPTION	DUE DATE	TRAN DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	OPTIONAL PRODUCTS	OTHER	SUSPENSE
Returned Check	02/07	03/02	0.00	0.00	0.00	0.00	0.00	-2.95	0.00
Returned Check	02/07	03/02	0.00	-193.88	-3,355.41	0.00	0.00	0.00	0.00
Returned Check	01/07	03/02	0.00	-182.26	-3,355.03	0.00	0.00	0.00	0.00
Speedpay Fee		03/02	9.95	0.00	0.00	0.00	0.00	9.95	0.00
Returned Check Fee		03/02	25.00	0.00	0.00	0.00	0.00	25.00	0.00

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT IN THE ENCLOSED ENVELOPE

Exh.224

PAGE 1 OF 3

P.O. Box 141358
Irving, TX 75014-1358

65526-0000041-001

LEROY WILLIAMS
1977 NE 119TH RD
NORTH MIAMI FL 33181-3319**BILLING STATEMENT**Statement Date: 11/29/06
Loan Number: 0014596589Automated Information Line:
1-800-723-3004Visit our Web Site:
www.emcmortgageservicing.com

Check here if your address or phone numbers have changed and complete the form on the reverse side.

PROPERTY ADDRESS: 1977 NE 119TH RD
MIAMI FL 33181**ACCOUNT INFORMATION**

Loan Number	0014596589
Interest Rate	10.1260%
Current Principal Balance*	387,823.63
Current Escrow Balance	0.00
Year-to-Date: Principal Paid	1,830.44
Year-to-Date: Interest Paid	33,652.41
Year-to-Date: Taxes Paid	0.00
Year-to-Date: Hazard Insurance Paid	0.00
Late Charge Fee (per month)	177.36

*This is your Principal Balance only, not the amount required to pay your loan in full.

PAYMENT SUMMARY

Payment Due Date	12/01/06
Principal & Interest	\$3,547.29
Escrow Payment	0.00
Late Charge	354.72
Speedpay Fee	9.95
Total Amount Due	3,911.96

IMPORTANT MESSAGES

Beginning 11/07/2006 make your payment through our automated phone system or online at no cost! Call 1-800-723-3004 or visit www.speedpay.com. Standard fees apply for payments made with the assistance of a Customer Service Representative.

Your mortgage payment for the current month has not been received. A late charge has been assessed. Please remit the total amount due to reinstate your account. If you cannot remit the total amount due, please contact our office at 1-800-436-7387.

We have reviewed the items included in the total amount of advances made by your previous servicer that carried over when your loan transferred to EMC. For your convenience, we have initialized these amounts as shown in the Account Activity.

IMPORTANT YEAR-END INFORMATION

In order for us to report your deductible mortgage interest paid in 2006, the Internal Revenue Service (IRS) requires that you furnish your Social Security Number(s) to us. Failure to provide this information may result in a \$50 penalty assessed by the IRS. Please take a moment to update the V9 Certification form on the back of your monthly mortgage statement and return it with your mortgage payment. Or, contact our Customer Service Department at 1-800-723-3004.

Your monthly billing statement is new and improved, giving you more information about your account.



ANNOUNCING: Bear Stearns Residential Mortgage Corporation, an affiliate of EMC, now offers mortgage refinancing. Call 1-800-658-BEAR today!

ACCOUNT ACTIVITY

TRANSACTION DESCRIPTION	DUE DATE	TRAN DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	OPTIONAL PRODUCTS	OTHER	SURPLUS
Late Charge		11/16	0.00	0.00	0.00	0.00	0.00	177.36	0.00
Late Charge		11/16	177.36	0.00	0.00	0.00	0.00	177.36	0.00
Payment	11/06	11/29	3,547.29	189.06	3,358.23	0.00	0.00	0.00	0.00

(Continued on the following page)



Property Address: 1977 NE 119TH RD,
NORTH MIAMI, FL 33181

015816 RE

#BWNDXCT
#6682195851003020*

LEROY WILLIAMS
1977 NE 119TH RD
MIAMI FL 33181-3319



Account Information as of		02/26/07
Loan Number		3001585912
Interest Rate		8.250%
Loan Balance		\$1,484,924.56
Escrow Balance		\$8,792.21
Unapplied Funds		\$4,613.19
Funds Advanced by IAH (1.2)		\$.00
Principal Paid YTD		\$2,098.63
Interest Paid YTD		\$20,439.37
Property Taxes Paid YTD		\$.00
Hazard Insurance Paid YTD		\$4,293.75
Primary Phone Number	(305)	696 3505
Secondary Phone Number	(305)	654 0888

For statement questions,
please call Customer Service at
1.800.781.7399.

03/01/07 Payment Calendar

Principal and Interest Payment	\$11,269.00
Escrow	\$3,169.17
Optional Prepayment (2)	\$.00
Other (2)	\$.00
Payment Amount	\$14,438.17
Post-Pay Prepayment (4)	\$.00
Interest Payment Due	\$14,438.17
Unapplied Funds Charge	\$563.45
Unapplied Payment Fee	\$140.00
Other Unapplied Charge (2)	\$15.00
Funds Advanced by IAH (1.2)	\$.00
Total Payment Due	\$15,056.62
Adv. 03/01/07 (prepayment) (3)	\$15,620.07

Payment Due:
03/01/07

- Unless otherwise agreed upon, additional funds may be applied to advances prior to being applied to late charges.
- Itemized detail available upon request.
- Payment calculation includes late charge fee.

Date	Transaction	Total	Principal/Deferred Interest	Interest	Escrow	Fees/Misc.
02/26/07	Funds Applied	14,438.17	1,052.91	10,216.09	3,169.17	
02/26/07	Funds Applied	14,453.17	1,045.72	10,223.28	3,169.17	15.00

TAX SEASON IS JUST AROUND THE CORNER - ARE YOU PREPARED?

If you already know you're getting a refund, you don't have anything to worry about. But for many of us, tax season means that we'll owe money, and not a small amount either. Know your options. An Indymac Bank Home Equity Line is the perfect solution to cover a variety of expenses including income tax. It's easy to open with no application fees or bank related closing costs. Use only what you need, when you need it, and the interest you pay may be up to 100% tax deductible (You may wish to consult with your financial advisor to see how this loan may benefit you). Call us toll free at 1.877.307.0178 to find out more.

AS AN INDYMAC CUSTOMER, YOU GET EXTRA SAVINGS.

For a limited time, we are offering you \$500 off our already low closing costs when you originate a new first mortgage through Indymac Bank Home Loan Servicing (offer does not apply to home equity loans, Mod Xpress or Indymac Xpress). To get started, just call us today at 1.866.217.2834.

ACCESS YOUR 2006 YEAR-END INTEREST STATEMENT ONLINE!

Did you know that by registering your mortgage loan online, not only can you have convenient, 24/7 access to your mortgage information, but to your 2006 Year-End Interest Statement as well? Read the back of this statement to find out more.





Indymac Bank

Property Address: 1977 NE 119TH RD,
NORTH MIAMI, FL 33181

#BWNDXCT
#6682195851003020#

015816, RE

LERDY WILLIAMS
1977 NE 119TH RD
MIAMI FL 33181-3319

|||||

Account Information as of	02/26/07
Loan Number	3001585912
Interest Rate	8.250%
Loan Balance	\$1,484,924.50
Escrow Balance	\$8,792.21
Unapplied Funds	\$4,613.19
Funds Advanced by IMB (1,2)	\$.00
Principal Paid YTD	\$2,098.63
Interest Paid YTD	\$20,439.37
Property Taxes Paid YTD	\$.00
Hazard Insurance Paid YTD	\$4,293.75
Primary Phone Number	(305) 696 3505
Secondary Phone Number	(305) 654 0888

Exh.227

For statement questions,
please call Customer Service at
1.800.781.7399.

03/01/07 Payment Options

Principal and/or Interest	\$11,269.00
Escrow	\$3,169.17
Optional Products (2)	\$.00
Other (2)	\$.00
Payment Amount	\$14,438.17
Pay Due Payment(s)	\$.00
Total Payment Due	\$14,438.17
Unpaid Late Charges	\$563.45
Returned Payment Fee	\$40.00
Other Unpaid Charges (2)	\$15.00
Funds Advanced by IMB (1,2)	\$.00
Total Amount Due	\$15,056.62
After 03/15/07 please pay: (3)	\$15,620.07

**Payment Due:
03/01/07**

1. Unless otherwise agreed upon, additional funds may be applied to advances prior to being applied to fees/charges.
2. Itemized detail available upon request.
3. Payment calculation includes Late Charge fee.

Date	Transaction	Total	Principal/Deferred Interest	Interest	Escrow	Fees/Misc.
02/26/07	Funds Applied	14,438.17	1,052.91	10,216.09	3,169.17	
02/26/07	Funds Applied	14,453.17	1,045.72	10,223.28	3,169.17	15.00

TAX SEASON IS JUST AROUND THE CORNER - ARE YOU PREPARED?

If you already know you're getting a refund, you don't have anything to worry about. But for many of us, tax season means that we'll owe money, and not a small amount either. Know your options. An Indymac Bank Home Equity Line is the perfect solution to cover a variety of expenses including income tax. It's easy to open with no application fees or bank related closing costs. Use only what you need, when you need it, and the interest you pay may be up to 100% tax deductible (You may wish to consult with your financial advisor to see how this loan may benefit you). Call us toll free at 1.877.307.0178 to find out more.

AS AN INDYMAC CUSTOMER, YOU GET EXTRA SAVINGS.

For a limited time, we are offering you \$500 off our already low closing costs when you originate a new first mortgage through Indymac Bank Home Loan Servicing (offer does not apply to home equity loans, Mod Xpress or Indymac Xpress). To get started, just call us today at 1.866.217.2834.

ACCESS YOUR 2006 YEAR-END INTEREST STATEMENT ONLINE!

Did you know that by registering your mortgage loan online, not only can you have convenient, 24/7 access to your mortgage information, but to your 2006 Year-End Interest Statement as well? Read the back of this statement to find out more.



Exh.230



North Miami Police Report

Summary

Print Date/Time: 01/31/2018 10:28
 Login ID: ndeslr
 Case Number: 2008-00032782

ORI Number: North Miami Police Department
 FL0131800

Case

Case Number: 2008-00032782
 Location: 1977 NE 119TH RD
 NORTH MIAMI, FL 33181
 Reporting Officer ID: 2051 - Cravero

Incident Type: Burglary, Structure
 Occurred From: 10/21/2008 14:00
 Occurred Thru: 10/22/2008 14:30
 Disposition:
 Disposition Date:
 Reported Date: 10/22/2008 14:36 Wednesday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts
1	State	2200	§10.02(4)(a)	Burglary of Structure	1

Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Suspect	1	Lacri, Jonathan D	1987 CONSERVANCY DR E TALLAHASSEE		White	Male	08/05/1961 47
Victim	1	Gordon, Richard Anthony	1977 NE 119TH RD NORTH MIAMI, FL 33181	(786)278-1235	Black	Male	01/22/1984 24
Victim	2	Littlejohn, James Melvin	1977 NE 119TH RD NORTH MIAMI, FL 33181	(786)222-1168	Black	Male	12/04/1951 56
Victim	3	Symonette, Maurice	1977 NE 119TH RD NORTH MIAMI, FL 33181	(786)859-9421	Black	Male	04/24/1959 49

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age
------------	------	---------	-----------	------	-----

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
10/22/2008	Stolen	Jewelry/Precious Metal			EBEL WATCH		5
10/22/2008	Stolen	US Currency			\$20		2
10/22/2008	Stolen	Tools/Equipment			POWER TOOLS		3
10/22/2008	Stolen	Wallet			BLACK WALLET		1
10/22/2008	Stolen	Radio			BOSH RADIO		4

Vehicles

No.	Role	Vehicle Type	Year/Make	Model	Color	License Plate	State
1		Light Truck	2008/Ford		Silver	434KJO	FL

Exh.232

1-700142 BUREAU OF THE ARMY AIR FORCE GALT FIELD OHIO 9-18-60

CFM 2004080746
DE BL 32498 PM 42561 (TIME)
RECORDED 10/01/2004 14:37:03
DIED DOX TAX D.60
MARVIN GUYLEN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

Quit Claim Deed

North Miami, Florida 33181, hereby:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives and assigns of whatsoever, and their successors and assigns of corporations, trusts and individuals)

TEN AND NO/100 DOLLARS (\$10.00) and

LOT 103, BLOCK 14, OF SANS SOUCIES ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 50, AT PAGE 86, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

A/K/A. 1977 NE 119 Rd. North Miami, Florida 33181
FOLIO NUMBER: 06-22-28-011-3400

FOLIO NUMBER: 06-22-28-011-14.0

THAT AT ANY TIME JAMES BUCKMAN OR TANNA CARTER CAN PAY OFF THE FIRST AND SECOND MORTGAGE AND BECOME THE SOLE OWNER OF THE PROPERTY WITHOUT ALEXANDER MOREZA

To Have and to Hold, the same together with all and singular the appurtenances therein halcing or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantees forever

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written

Signed, sealed and delivered in our presence:

Witness Name: Edna A. [Signature]

ALEXANDER MURERA

Witness Name: Sally Davidson

* Alexander MORAÑA.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was sworn to, subscribed and acknowledged before me this 1st day of October, 2004 by all signors, who have produced their Florida Drivers License, as identification.

[Notary Seal]

Notary Public
Print Name:

Print Name

Print Name:
Commission Expires:

**FLORIDA DEPARTMENT OF
TRANSPORTATION**

Book 22698 / Page 4158

CFN#20040880748

Exh.236

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8th day of July
(year) 2005

by first party, Grantor, Leroy Williams

whose post office address is 1977 NE 119 Rd Miami 33181

to second party, Grantee, James Little John

whose post office address is 1977 NE 119 Rd. Miami Fla 33181

WITNESSETH, That the said first party, for good consideration and for the sum of
Dollars (\$ 10.00) paid by the said second
party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim
unto the said second party forever, all the right, title, interest and claim which the said first party
has in and to the following described parcel of land, and improvements and appurtenances there-
to in the County of Dade , State of Florida to wit:

Lot 103 Block 14 of Sanson's Estates, according to the Plat thereof,
As recorded in Plat Book 50, At Page 86, of the Public Records
of Miami-Dade County, Florida. 1977 NE 119 Rd Miami Fla
33181

Folio # 06 - 2228011-3400

Book25192/Page3749 CFN#20061333173

Page 1 of 2

Miami-Franklin County Recorder - Print Document

Exh.237 pg.1

Prepared by
 FAL Davis
 14100 NW 14 Ave
 Miami, FL 33167

CFN 2008R0076544
 OR St 26198 Pen 1620 - 1621 (2-sec)
 RECORDED 02/05/2008 13:11:00
 DEED DOC TAX 0.60
 HARVEY BLUM, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Above Space Reserved for Recording

(If required by your jurisdiction, list above the name & address of: 1) where to return this form; 2) preparer; 3) party requesting recording.)

Quitclaim DeedDate of this Document: November 10, 2005

Reference Number of Any Related Documents: _____

Grantor:

Name James Littlejohn
 Street Address 1977 NE 119th Rd
 City/State/Zip Miami, FL 33181

Grantee:

Name James Littlejohn, Robert Clark, Leroy Williams
 Street Address 1977 NE 119th Rd
 City/State/Zip Miami, FL 33181

Abbreviated Legal Description (i.e., lot, block, plat or section, township, range, quarter/quarter or unit, building and condo name): 28 83 52 42 Sans Souci 201s PB 50-72 Lot 103 Blk 14 Lot

Assessor's Property Tax Parcel/Account Number(s): 06-2228-011-3400

THIS QUITCLAIM DEED, executed this 10th day of November
2005, by first party, Grantor, James Littlejohn, whose
 mailing address is 1977 NE 119th Rd Miami FL 33181, to
 second party, Grantee, James Littlejohn, Robert Clark, Leroy Williams
 whose mailing address is 1977 NE 119th Rd Miami, FL 33181

WITNESSETH that the said first party, for good consideration and for the sum of Ten Dollars
 Dollars (\$ 10.00) paid by the said second party, the receipt whereof is hereby acknowledged,
 does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim,

which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Dade State of Florida
 to wit: 29 33 52 42 Sars Saus Eals DB 50-916 Lot 103 B/K
14 Lot size 75000 X 125 OR 29516-4414 OS 2002 1
Coc 23192-3749 OT 2006 4

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first written above. Signed, sealed and delivered in the presence of:

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

Signature of Grantor

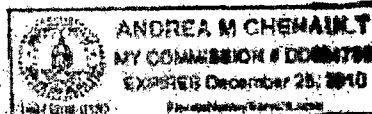
Print Name of Grantor

State of Florida
 County of Dade

On November 10, 2005 before me, Andrea Chennault
 appeared James Littlejohn Robert Clark Leroy Williams personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Andrea Chennault
 Signature of Notary



Affiant Known ☒ Produced ID
 Type of ID

(Cont)

20 L 342-453-51-444-0

Exh.239

Exh. D16

When recorded return to: Prepared by James Buckman
3320 NE 119th St RD Miami FL 33160

CFN 2016R0123007
 OR BK 29979 Pgs 2105-2106 (2Pgs)
 RECORDED 01/29/2016 12:54:16
 DEED DOC TAX \$0.80
 HARVEY RUITH, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Quitclaim Deed:

THIS QUITCLAIM DEED, executed this 1 day of JANUARY, 2027,
 by first party, Grantor, James Littlejohn
 whose post office address is 1977 NE 119th Rd. Miami FL 33181
 to second party, Grantee, Maurice Symonette, Sharon R. Littlejohn and Michael Nicholas
 whose post office address is 1977 NE 119th Rd. Miami FL 33181
Maurice Symonette has the right to sell the property without James Littlejohn's
consent. James Littlejohn consents only as a party interested in the property Maurice Symonette
for John Powell & Associates to sign for anything concerning this property.
 WITNESSETH, that the said first party, for good consideration and for the sum of

TEN Dollars (\$ 10.00)
 paid by the said second party, the receipt whereof is hereby acknowledged, does hereby renounce, release and quitclaim unto the
 said second party forever, all the right, title, interest and claim which the said first party has in and to the following described
 parcel of land, and improvements and appurtenances thereto in the County of Miami Dade
 State of Florida to wit: Edin: 06-2224011-3400

Lot 103 Block 14 OF Sanderson Estates
According to the Plat Thereof as Recorded in Plat
Book 53 at Page 86 OF the Public Records OF Miami
Dade County Florida, 1977 NE 119th Rd. Miami FL 33181

2019

Miami-Dade Official Records - Print Document

Exh.240

Vol
1-3

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

ATTORNEYS' TITLE INSURANCE FUND
Plaintiff,

Case No.: 06-14625 CA 03
Division: General Jurisdiction

vs.

JAMES BUCKMAN, ALEXANDER MORERA
& TANNA CARTER
Defendant.

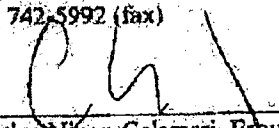
2006 NOV - 3 PM 1:06

NOTICE OF VOLUNTARY DISMISSAL

COMES NOW, Defendant/Counter Plaintiff, Tanna Carter, by and through undersigned counsel and files a Voluntary Dismissal as to the Counterclaim against Plaintiff/Counter Defendant, Attorney's Title Insurance Fund, without prejudice.

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent by mail this
15th day of November, 2006 to: Ellen Patterson, Esquire, Rothman & Tobin, P.A.,
12514 W. Atlantic Blvd., Coral Springs, FL 33071, James Buckman 15020 S. River Drive,
Miami, FL 33167 and Alexander Morera, 410 SE 1st Street, Hialeah FL 33010.

McFARLANE & NIXON-CALAMARI, P.A.,
7481 W. Oakland Park Blvd.
Suite 302
Ft. Lauderdale, FL 33319
(954) 742-5991
(954) 742-5992 (fax)

By: 
Christine Nixon-Calamari, Esquire
FBN: 0046541

Bk 25088 Pg 2203 CFN 20061219777 11/15/2006 12:35:22 Pg 1 of 1 Mia-Dade Cty, FL

3/19/2018

Miami-Dade Official Records - Print Document

Exh.241

ndoc

IN THE CIRCUIT COURT OF THE 11th
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 06-14625 CA 05

ATTORNEYS' TITLE INSURANCE FUND,
INC.

Plaintiff,

vs.

JAMES BUCKMAN, ALEXANDER MORERA,
TANNA CARTER, FLAMINGO TITLE
SERVICES, INC.

Defendants.

08 FEB 19 PM 1:53

**NOTICE OF VOLUNTARY DISMISSAL OF COUNT IV
AND OF DROPPING PARTY DEFENDANT**

Pursuant to Fla. R. Civ. P. 1.420(a)(1), Plaintiff hereby dismisses COUNT IV only of the Third-Amended Complaint filed in the above-styled cause and drops Defendant, FLAMINGO TITLE SERVICES, INC., as a Defendant in the instant action for the reason that the dispute subject of COUNT IV has been resolved, finalized or otherwise concluded. Each party shall bear its/his/her own fees and costs. All other counts and claims against all Defendants other than FLAMINGO TITLE SERVICES, INC., shall remain in force and shall be unaffected by this Notice of Voluntary Dismissal of Count IV.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was mailed this 13 day of February, 2008 to: James Buckman, 15020 S. River Drive, Miami, Florida 33167 and 1977 NE 119th Road, North Miami, Florida 33181; Alexander Morera, 410 SE 1st Street, Hialeah, Florida 33010; Tanna Carter 2070 Reston Circle, Royal Palm Beach, FL 33411; and Michael Sastre, Esq., Wilson Elser Moskowitz Edelman & Dicker, LLP, 100 SE 2nd Street, Suite 3800, Miami, FL 33131; Edward S. Polk, Esq., Cole, Scott & Kissane, P.A., 1390 Brickell Avenue, 3rd Floor, Miami, Florida 33131.

ROTHMAN & TOBIN, P.A.

Attorneys for Plaintiff

12514 W. Atlantic Blvd.

Coral Springs, Florida 33071

Telephone: 954-510-0500

Telefax: 954-510-0440

By:

Ellen Patterson

Florida Bar No. 0920012



Attorneys at Law

MIAMI - WEST PALM BEACH - TAMPA - KEY WEST - FT. LAUDERDALE - NAPLES - JACKSONVILLE - SOUTH MIAMI - ORLANDO

PACIFIC NATIONAL BANK BUILDING
1990 BRICKELL AVENUE, THIRD FLOOR
MIAMI, FLORIDA 33131TELEPHONE (305) 350-6300
FACSIMILE (305) 373-2294WEBSITE www.cskslegal.com
DIRECT LINE (305) 350-5338
EMAIL edward.polk@cskslegal.com

April 4, 2008

U.S. Mail and Certified Mail
Return Receipt RequestedJames Little John
1977 NE 119 Road
Miami, Florida 33181RE: Attorneys' Title Insurance Fund, Inc.
v. James Buckman, Alexander Morera and Tanna Carter
Case # 06-14625 CA 05
Our File No.: 3467-0078-00

Dear Mr. John,

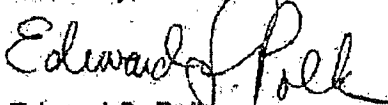
This firm represents Landmark American Insurance Company ("Landmark"). Landmark is now the owner and holder of the following interests which operate as liens against your property located at 1977 NE 119th Road, North Miami, Florida 33181:

1. MORTGAGE DATED SEPTEMBER 30, 2004, BETWEEN ALEXANDER MORERA AND COUNTRYWIDE HOME LOANS, INC. (copy attached)
2. JUDGMENT ON THE PLEADINGS ENTERED AGAINST ALEXANDER MORERA (copy attached)

For your convenience, please also find enclosed copies of the Assignment of Judgment, Assignment of Mortgage, and the Mortgage, which operate to transfer the assignment from Attorneys' Title Insurance Fund to Landmark.

It is important that you contact me to discuss this matter as soon as possible in order to discuss a means of resolving Landmark's claims in this matter. If we are unable to resolve this matter, it may become necessary to file mortgage foreclosure or to execute against the property on the judgment. I can be reached at the address and telephone numbers set forth above, and I look forward to hearing from you at your earliest opportunity.

Sincerely,


Edward S. Polk

Exh.243

**Rothman
& Tobin**
ATTORNEYS AT LAW

Michael Rothman
Michael S. Tobin
Ellen Patterson
Reply to Coral Springs

October 4, 2007

The Honorable Judge Jon I. Gordon
Miami-Dade County Courthouse
73 W. Flagler Street
Room 400
Miami, Florida 33130

Re: *Attorneys' Title Insurance Fund, Inc. v. James Buckman, et. al.*
Miami-Dade Circuit Case No.: 06-14625 CA-05

Dear Judge Gordon:

Enclosed please find a courtesy copy of Defendant's, Flamingo Title Service, Inc., Motion to Dismiss, along with a proposed Agreed Order regarding same. Should Your Honor deem it appropriate, kindly enter the enclosed Order. Copies for conforming, along with pre-addressed and stamped envelopes, are enclosed for your convenience.

Thank you for your consideration of the enclosed. Should Your Honor have any questions or require any additional information, please do not hesitate to contact the undersigned.

Respectfully yours,

ROTHMAN & TOBIN, P.A.


Ellen Patterson, Esq.

Encl.
cc: all interested parties

1201 W. CHANDLER BLVD. SUITE 100
CORAL SPRINGS, FL 33064
TEL: 954.400.0000 FAX: 954.400.0000

www.rothman-tobin.com

Exh.244

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: 06-14625 CA 05

ATTORNEYS' TITLE INSURANCE FUND,

Plaintiff,

v.

JAMES BUCKMAN; ALEXANDER MORERA;
and TANNA CARTER,

Defendants.

TANNA CARTER,

Third Party Plaintiff,

v.

FLAMINGO TITLE SERVICES, INC.,

Third Party Defendant.

**FLAMINGO TITLE SERVICES, INC.'S MOTION TO DISMISS
COUNT IV OF THE SECOND AMENDED COMPLAINT**

Defendant, FLAMINGO TITLE SERVICES, INC. ("Flamingo"), by and through undersigned counsel and pursuant to the Florida Rules of Civil Procedure, moves this Court to dismiss Count IV of the Second Amended Complaint, and as grounds therefore states as follows:

1. Plaintiff ATTORNEYS' TITLE INSURANCE FUND (the "Fund") is a title insurer, and Defendant Flamingo is an agent of the Fund.

2. In Count IV of the Second Amended Complaint (the only Count directed to Flamingo), the Fund purports to assert a claim for breach of contract against Flamingo.

WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP
100 SOUTHEAST SECOND STREET - SUITE 3800 - MIAMI, FLORIDA 33131
TELEPHONE: (305) 374-4400 - FACSIMILE: (305) 579-0261

Exh.245

CASE NO.: 06-1425 CA 05

3. At Paragraph No. 47 of the Second Amended Complaint, the Fund alleges that
Flamingo's Agency Application to the Fund constitutes the operative contract between the parties.

4. The Fund has failed to attach a copy of the alleged contract to the Second Amended Complaint.

5. Accordingly, Flamingo cannot properly evaluate whether or not the alleged actions complained of by the Fund constitute a breach of the terms of the alleged contract.

6. Fla. R. Civ. P. 1.130(a) states as follows:

(a) Instruments Attached. All bonds, notes, bills of exchange, *contracts*, accounts, or documents upon which action be brought or defense made, or a copy thereof or a copy of the portions thereof material to the pleadings, shall be incorporated in or attached to the pleadings...

Emphasis added.

7. The Fund's failure to comply in any way with Fla. R. Civ. P. 1.130(a) has made it impossible for Flamingo to formulate a meaningful response to the Second Amended Complaint.

WHEREFORE, Flamingo respectfully requests this Court to enter an Order dismissing Count IV of the Second Amended Complaint and granting such other and further relief as the Court shall deem just and proper.

Exh.246

CASE NO.: 06-14625 CA 05

Respectfully submitted,

**WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP**

Attorneys for Third

FLAMINGO TITLE SER

Bank of America Tower

100 SE Second Street - S.....

Miami, FL 33131

Telephone: (305) 374-4400

Facsimile: (305) 579-0261

By: 

WILLIAM H. STROP

Florida Bar No. 052477

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and complete copy of the foregoing was furnished via U.S. Mail this 20th day of August 2007, to: **ELLEN PATTERSON ESQ.**, Rothman & Tobin, P.A., *Counsel for Attorneys' Title Insurance Fund*, 12514 West Atlantic Blvd., Coral Springs, FL 33071; **TANA CARTER**, 2070 Reston Circle, Royal Palm Beach, FL 33411; **JAMES BUCKMAN**, 15020 South River Drive, Miami, FL 33167; and **ALEXANDER MORERA**, 410 S.E. 1st St., Hialeah, FL 33010.

By: 

WILLIAM H. STROP

Chapter 10 - JUNKED, WRECKED, STOLEN, ABANDONED PROPERTY¹¹

Footnotes:

--- (1) ---

Editor's note— Ord. No. 1367, § 1, adopted March 26, 2014, amended chapter 10 in its entirety to read as herein set out. Formerly, chapter 10 pertained to similar subject matter, and derived from the Code of 1959, §§ 20-3—20-37; Ord. No. 817, § 4, adopted July 11, 1989; Ord. No. 1214, § 1, adopted November 28, 2008, and Ord. No. 1335, § 1, adopted May 22, 2012.

Cross reference— Administration, Ch. 2; code enforcement by special magistrates, § 2-56 et seq.; health facilities authority, § 2-136 et seq.; police department created, § 2-231; buildings and building regulations, Ch. 5; private property lot clearing violation abatement fund, § 7-68 et seq.; fire prevention, Ch. 8; garbage and trash, Ch. 9; nuisances, Ch. 12; parks and recreation, Ch. 14; public places, Ch. 16; streets and sidewalks, Ch. 17; zoning, App. A.

State Law reference— Seized, abandoned, wrecked or derelict property, F.S. Ch. 705; junkyards, F.S. § 339.241; reporting of unclaimed motor vehicles, F.S. § 715.05; claims on found property, F.S. § 705.01.

ARTICLE I. - IN GENERAL

Sec. 10-1. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

Abandoned property means:

- (1) Any article which lacks evidence of ownership.
- (2) Any article that has less than nominal salvage value.
- (3) Any article not in sufficient repair to perform its intended function.
- (4) Any article exhibiting physical damage incurred to the property in a collision or other incident that has not been repaired.
- (5) Any article which is derelict and has been left unprotected from the elements, as exhibited by growth of vegetation, direct exposure to the elements, or vandalism.

Abandoned vehicle means:

- (1) Any vehicle located on public property that does not have displayed thereon a valid unexpired license plate, decal or registration.
- (2) Any vehicle or part thereof that is left on public property continuously without being moved for a period of twenty-four (24) hours or more.
- (3) Any vehicle located on public property illegally or in such a manner as to constitute a hazard or obstruction to the movement of pedestrian or other vehicular traffic on a public right-of-way, street or highway.
- (4) Any vehicle or part thereof that has remained on private property without the consent of the owner or person in control of such private property, for

a continuous period of twenty-four (24) hours or more.

(5) Any vehicle which is inoperable or cannot move under its own power due to defective or missing parts.

Derelict or junk property means inoperative, dilapidated, abandoned as further defined in this section or wrecked materials or parts thereof, including but not limited to automobiles, trucks, tractors, wagons, boats and other kinds of vehicles, scrap materials, scrap building material, scrap contractors' equipment, tanks, casks, containers, cans, barrels, boxes, drums, piping, bottles, glass, old iron, machinery, rags, paper, excelsior, hair, household appliances or furniture, tree clippings other than for immediate pickup, and any other kind of scrap or waste material.

Code compliance inspector means the designated employee of the code compliance division responsible for enforcement of the provisions of this chapter or the City Code.

Private property means all property that is not included in the definition of public property.

Public property means lands and improvements owned by the federal government, the state, the county or municipalities lying within the county and includes buildings, grounds, parks, playgrounds, streets, sidewalks, parkways, rights-of-way, waterways, canals and other similar property.

(Ord. No. 1367, § 1, 3-25-14)

Sec. 10-2. - Provisions supplemental and cumulative.

The rights, powers and procedures set forth in this chapter shall be supplemental to and cumulative to the rights, powers and procedures set forth elsewhere in this Code, the general law and any amendment thereto.

(Ord. No. 1367, § 1, 3-25-14)

Sec. 10-3. - Authority of police to seize.

The police department is hereby authorized and directed to seize and reduce to the possession of the police department any lost, captured, abandoned, stolen or wrecked property which may be found upon any of the public streets and highways of the city and to store such property as provided herein.

(Ord. No. 1367, § 1, 3-25-14)

Sec. 10-4. - Storage.

The city shall keep and maintain adequate storage such as safes, storage rooms, a storage garage or warehouse where the property seized under the provisions of this article shall be stored and kept for a period of at least forty-five (45) days from the date of such seizure.

(Ord. No. 1367, § 1, 3-25-14)

Sec. 10-5. - Notice to owner; redemption.

Sec. 10-6. - Lien for storage and keeping.

The costs and charges for storage and keeping of all property seized pursuant to this article shall constitute a lien in favor of the city against such property.
(Ord. No. 1367, § 1, 3-25-14)

Sec. 10-7. - Sale of unclaimed property.

After the expiration of the period of forty-five (45) days provided in section 10-4, the chief of police shall publish in a newspaper of general circulation a description of vehicles and other unclaimed property, together with the date of seizure or taking possession thereof, and shall give notice that any property not claimed or reduced to possession by the owner thereof, within thirty (30) days from date of publication shall be sold at a public sale, at such place and in such manner prescribed by the chief of police.

(Ord. No. 1367, § 1, 3-25-14)

Sec. 10-8. - Disposition of proceeds of sale.

The proceeds of any sale of unclaimed property so made after deducting the costs of storage, advertising, and other expenses incident to the selling of unclaimed property, shall be turned over to the general fund of the city.

(Ord. No. 1367, § 1, 3-25-14)

ARTICLE II. - DERELICT OR JUNK PROPERTY**Sec. 10-9. - Storage prohibited; exceptions.**

- (a) *Prohibited storage.* No person shall keep, store or allow to remain on any residential property within the city any abandoned, derelict or junk property, except as allowed in subsection (b) or (c) of this section. Abandoned, derelict or junk property which would be visible at ground level from a street, public or private property, or waterway, but for the concealment of such junk property by the use of plastics, fabrics or other materials to form a tent, curtain, partition or similar makeshift structure or device, shall be subject to the same restriction that is applicable to junk property which is so visible; provided, however, that nothing in this section shall prohibit the use upon motor vehicles of commonly used car covers which are maintained in good repair.
- (b) *Residential property exceptions.* This section shall not apply to vehicles which are classified as antiques; provided, however, that any antique car on private property not having a current valid license plate shall be either in a garage or carport or covered with a form-fitting car cover with clips or drawstrings.
- (c) *Commercial property exceptions.* A commercially zoned establishment may keep visible, at ground level, from a street or other private or public property, for a period not to exceed thirty (30) days, one (1) piece of machinery, one (1) vehicle, or one (1) boat while being repaired, painted, or

otherwise put into operative condition by the owner or occupant of the premises.

(d) *Minor repair of automobiles in residential districts.* Major automobile repair is not permitted in residential districts. However, in residential zoning districts, a property owner or tenant may repair or otherwise put into operative condition an automobile on his/her property, only if all of the following requirements are met:

- (1) The property owner or tenant of the relevant property owns the automobile being repaired; and
- (2) The repair activity takes place only during daylight hours; and
- (3) While under repair the automobile shall not be parked in front of the principal building on the property unless the side yard and/or rear yard are not accessible; and
- (4) The work shall be limited to minor repairs only. The term "minor repair" includes any work which is completed within twenty-four (24) hours including but not limited to, change of tires and replacement of batteries. Any other work including work wherein the vehicle engine or transmission is removed or lifted from the vehicle for repair or replacement, where the vehicle is placed on blocks with the tires removed or involves the use of heavy equipment is prohibited.
- (5) No commercial activity concerning the repair of automobiles shall be conducted on residential property.

(Ord. No. 1367, § 1, 3-25-14)

Sec. 10-10. - Storage of junk and derelict articles in M-1, industrial districts.

For the protection of the public's health, safety and welfare, storage of junk and derelict articles in the M-1, industrial districts shall be permitted, only as long as such articles are in an enclosed structure, as a fenced-in area, or in an area not readily accessible to the general public.

(Ord. No. 1367, § 1, 3-25-14)

Sec. 10-11. - Removal from property.

- (a) Whenever the code compliance inspector ascertains that derelict, junk, or abandoned property is present on public or private property within the city limits which does not fall under the exceptions outlined in section 10-9, the officer shall cause a notice to be placed upon such article in the following form:

NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE ATTACHED PROPERTY. This property, to wit: (setting forth brief description) is unlawfully upon property known as (setting forth brief description of location) in violation of (setting ordinance violation), and must be removed within ten (10) days from the date of this notice. A request for a hearing before the special magistrate by the owner or any person interested in the attached must be made in writing to: (setting forth address for hearing requests) before the expiration of the (10) ten-day period, otherwise such property shall be presumed to be derelict, junk, or abandoned property and will be removed and destroyed by order of the city. Dated this: (setting forth the date of posting of notice).
Signed: (setting forth name, title, address, and telephone number of the code compliance inspector).

Such notice shall not be less than eight (8) inches by ten (10) inches and shall be sufficiently weatherproof to withstand normal exposure to the elements. In addition to posting, the code compliance inspector shall make a reasonable effort to ascertain the name and address of the owner of the real property upon which the derelict, junk, or abandoned property is located, and if such is reasonably available to the code compliance inspector, shall mail a copy of such notice to the owner on or before the date of posting by certified or registered mail with a five-day return receipt requested. If the notice is returned undelivered by the United States Post Office, official action to abate such violation shall be continued to a date not less than ten (10) days from the date of such return.

- (b) A public hearing prior to the removal of the derelict, junk, or abandoned property is to be held before the special magistrate when such a hearing is requested by the owner of such property or other interested party within ten (10) days after service of notice to abate the violation. Any decision by the special magistrate requiring the removal of derelict, junk, or abandoned property from public land shall include a description of such property. In the case of a derelict vehicle, the order shall include correct identification and license number, if available at the site.
- (c) If a hearing is not requested, and if at the end of ten (10) days after posting such notice the owner or any person interested in the article described in such notice has not removed the article from public property or shown reasonable cause for failure to do so, the code compliance inspector may cause the article to be removed and destroyed, and the salvage value, if any of same shall be retained by the city government to be applied against the cost of removal and destruction thereof.
- (d) The state department of motor vehicles shall be notified of vehicle removal from public property pursuant to the terms of this section.
- (e) In addition, the city attorney may apply for a court order for the removal of derelict, junk or abandoned property from private property.

(Ord. No. 1367, § 1, 3-25-14)

Sec. 10-12. - Immunity of code compliance inspector from prosecution.

Any code compliance inspector, or any person authorized by the code compliance inspector, shall be immune from prosecution, civil or criminal, for reasonable, good faith trespass upon real property while in the discharge of the duties imposed by this article.

(Ord. No. 1367, § 1, 3-25-14)

Sec. 10-13. - Penalties for obstruction.

It shall be unlawful for any person to oppose, obstruct or resist any code compliance inspector, or any person authorized by the code compliance inspector, in the discharge of his duties as provided in this article.

(Ord. No. 1367, § 1, 3-25-14)

< Sec. 9-40. - Right to appeal.

Chapter 11 - LICENSES AND BUSINESS REGULATIONS >

Florida Contraband Forfeiture Act

The Florida Contraband Forfeiture Act, found in Sections 932.701-932.706, F.S., authorizes the seizure of property used in violation of the Act for civil forfeiture.

According to reports from Florida's Office of Inspector General, the most common types of primary offenses in forfeiture cases include:

- Chapter 893 - Drug Abuse Prevention and Control;
- Chapter 895 - Offenses Concerning Racketeering and Illegal Debts;
- Chapter 817 - Fraudulent Practices;
- Chapter 316 - State Uniform Traffic Control;
- Chapter 812 - Theft, Robbery, and Related Crimes;
- Chapter 896 - Offenses Related to Financial Transactions;
- Chapter 322 - Driver Licenses;
- Chapter 849 - Gambling;
- Chapter 787 - Kidnapping; False Imprisonment; Luring or Enticing a Child; Custody Offenses;
- Chapter 796 - Prostitution;
- Chapter 810 - Burglary and Trespass; and

Submit >

SCHEDULE A CONSULTATION



Call us to schedule a time to talk with the attorneys in the office or over the phone.

Office: 813.250.0500
Fax: 813.276.1600

CONTACT OUR OFFICE



Sammis Law Firm
1005 N. Marion St.
Tampa, FL 33602
• Get Directions

MEET THE ATTORNEYS

Exh.252



776 Northeast 125th Street, P.O. Box 610850, North Miami, FL 33261-0850

Code Enforcement Special Magistrate

Case #: CENUS-2016-00001

City of North Miami
Plaintiff,

vs.

Order To Comply

JAMES LITTLEJOHN & ROBERT CLAR, LEROY WILLIAMS
1977 NE 119 RD
MIAMI, FL 33181-1331

Defendant.

Having heard testimony at the Code Enforcement Special Magistrate hearing held the 04/06/2016 and based upon the evidence, the Code Enforcement Special Magistrate enters the following findings of fact, conclusions of law and orders:

JAMES LITTLEJOHN & ROBERT CLAR, LEROY WILLIAMS is (are) found guilty of violating Ordinance 12-19 City Codes, to wit:

12-19 (NUS) NUISANCE HEALTH & SAFETY

NO PERSON OWNING, LEASING, RENTING OR OCCUPYING LAND IN THE CITY SHALL PERMIT OR MAINTAIN ANY NUISANCE WHICH TENDS TO ANNOY THE COMMUNITY OR INJURE THE HEALTH OF THE CITIZENS.

upon the following real property: 1977 NE 119 RD

28 33 52 42SANS SOUCI ESTS PB 50-86LOT 103
20516-4414 05 2002 1COC 26198-1620 11 2005 5

BLK 14LOT SIZE 75.000 X 125OR

It Is Therefore Ordered That the above-described violation shall be abated by no later than 12:00 noon on Tuesday, May 3, 2016

It Is Further Ordered That the defendant(s) pay a fine up to \$250.00 per day if the violation continues beyond the time and date set for comppliance in this Order. The specific fine shall be set by the Code Enforcement Special Magistrate at a hearing to be set at a future date. Said defendant(s) shall be required to appear at said hearing if they desire an opportunity to be heard on the amount of said fine or the quesiton of compliance.

It Is Further Ordered That upon notification by the Code Enforcement Officer and upon findings by the Code Enforcement Special Magistrate that the same violation has been repeated by the same violator, the Special Magistrate may order the violator to pay a fine not to exceed \$500.00 per day for each time the violation has been repeated, beginning with the date the repeat violation is found to have occurred by the Code Enforcement Officer, and a hearing shall not be necessary for issuance of the order so providing.

It Is Further Ordered That since the City has prevailed in prosecuting this case before the Code Enforcement Special Magistrate, the City is entitled to recover costs of prosecution due within ten (10) days of the date of this Order to comply.

Exh.255

.....
CONDITION & VALUATION SURVEY
.....

FILE NO. S - 030106A August 1, 2011

CONDITION AND VALUATION SURVEY ALUMINUM MOTOR YACHT

"VICTORY" OFFICIAL NUMBER D- 656976 NORTH MIAMI, FLORIDA

**THIS IS TO CERTIFY THAT THE UNDERNAMED MARINE SURVEYOR DID, at
the request of Mr. Maurice**

**Symonette, attend the aluminum motor yacht "Victory", Official Number
656976, while vessel was moored at North Miami, FL in order to ascertain
the current condition and value of vessel.**

SUMMARY OF VALUES In the opinion of the Undersigned Marine
Surveyor and Appraiser, the aluminum motor yacht Victory is estimated to
have the following values:

\$1,000,000.00

Replacement Value

\$ 2,000,000.00

**These values are considered effective as of date of this
report and are subject to conditions and assumptions set forth below.**

FILE NO. S - 030106A August 1, 2011

VESSEL PARTICULARS

NAME:

M/V Victory

OWNER: Mr. Maurice Symonette

HOME PORT:

North Miami, FL

OFFICIAL NUMBER:

656976

DIMENSIONS:

Length

United States Bankruptcy Court
Southern District of Florida

Exh.272

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 03/21/2016 at 4:02 PM and filed on 03/21/2016.

Kurt Marin
10290 SW 58 ST
Miami, FL 33173
SSN / ITIN: xxx-xx-7450



The bankruptcy trustee is:

Nancy K. Neidich
www.ch13miami.com
POB 279806
Miramar, FL 33027
954-443-4402

The case was assigned case number 16-13958-AJC to Judge A. Jay Cristol.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our Internet home page www.flsb.uscourts.gov or at the Clerk's Office, .

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Joseph Falzone
Clerk, U.S. Bankruptcy Court

PACER Service Center		
Transaction Receipt		
10/12/2018 14:39:51		
PACER Login:	mv3320:4202789:0	Client Code:

Your CUSIP Results are as follows:

Exh.311pg.1

LEROY WILLIAMS (ACCT 100176105062733202 (MIN))
Fidelity Advisor Strategic Real Return Fund
Symbol: FSRAN
CUSIP: 315912873

Inception Date: 9/7/2005
Net Assets: \$462,624,000.00 as of
12/3/2021
Portfolio Assets: \$462,624,000.00 as of
12/3/2021

A little about the Fund:

Fidelity Strategic Real Return Fund seeks real return consistent with reasonable investment risk by investing in domestic and foreign issuers using a neutral mix of approximately 30% of inflation-protected debt securities, 25% floating-rate loans and 20% REITs and other real estate related investments.



Exh.312 pg.2

AFFIDAVIT OF FACT

STATE: OHIO

COUNTY: FAIRFIELD

The undersigned, Wesley Jarvis, Trustee for CUSIPONE Trust, hereby states and confirms that he is of legal age and competent to state on belief and personal knowledge that the facts set forth herein, as duly noted below are true, correct, complete and presented in good faith, establish that:

1. The CUSIP numbers attached for LEROY WILLIAMS, for an account bearing number 100176105062733202, were searched through independent databases, confirmed with trading desks, and at least one interest was confirmed as per the reports issued and attached as a result.

2. The Fund Manager, or other custodian(s) of the accounts of the fund(s) may have access to internal records indicating detailed data about the percentage of interest as held for the account of LEROY WILLIAMS.

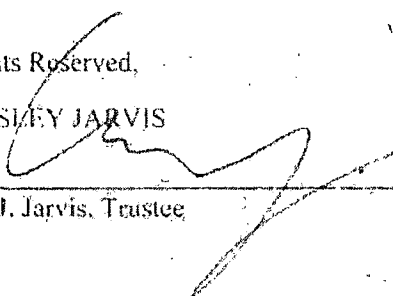
3. More than one fund may have an interest in the accounts of LEROY WILLIAMS.

FURTHER AFFIANT SAYETH NOT.

Signed and sealed this 30 day of January in the Year of our Lord, two thousand twenty-two (2022).

All Rights Reserved,

For WESLEY JARVIS


Wesley J. Jarvis, Trustee

JURAT

State of Ohio)

Subscribed and Affirmed)

County of Fairfield)

On January 3, 2022 before me, Nia Tarnack (notary public)
personally appeared Wesley J. Jarvis [] personally known to me or [] proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to above and acknowledged to me that
he executed the same in his authorized capacity.

I now affix my signature and official seal to these affirmations.

Nia Tarnack (Signature)

Notary Public State of Ohio

Seal:

My Commission Expires: 5/16/24



MASTER KEY OF EXPLANATION FOR CUSIP REPORT

The following is a brief explanation of the report you received for your CUSIP searches. Please keep in mind that there can be MANY different securities inside the Fund itself. The value of the fund does not necessarily reflect the amount of your individual security.

As listed on your report:

Your name (or name of recipient).

The name of the fund in which the subject security was found to reside.

The Symbol is the Ticker Symbol of the fund which was found.

The CUSIP is the CUSIP number of the fund.

The Inception Date is the date the FUND was created. It has nothing to do with the specific case or issue.

Net Assets and Portfolio Assets usually are the same but can be different. These give an amount of value held by the Fund trust. This amount can and usually does change on a daily basis in coordination with the markets in which it trades.

Description of what the fund does in the market place. It also shows what sectors it trades in.

We always encourage that you do deep studies in securities and the relations around the industry before doing anything with them. It's a highly-regulated market.

Exh.320

10/06/2023 11:16:30 AM

CFN 2005R1193499
 OR Bk 23966 Pg 3463 - 3464 (2ans)
 RECORDED 11/16/2005 16:44:30
 DEED DOC TAX 17,000.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:

Flamingo Title Services, Inc.
 1236 SE 4th Avenue
 Fort Lauderdale, FL 33316
 352-374-4888
 File Number: 03a-138
 Will Call No.:

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 26th day of October, 2005 between Mervin Alexander, a single man and Tanna Carter, a single woman and James Buckman, a single man whose post office address is 15820 S. River Drive, Miami, FL 33167, grantor, and Leray Williams, a single man whose post office address is 1977 NE 119 Road, Miami, FL 33162, grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

LOT 143, BLOCK 14, SANS SOUCI ESTATES, According to the Plat thereof as recorded in Plat Book 30, Page 86 of the Public Records of Miami-Dade County, Florida

Parcel Identification Number: 06222801 (3400)

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons, whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written:

Signed, sealed and delivered in the presence:

Mervin Alexander
 Witness Name: Mervin Alexander

Mervin Alexander
 Mervin Alexander as Attorney in Fact

Tanna Carter
 Witness Name: Tanna Carter

James Buckman
 Witness Name: James Buckman

Tanna Carter (Seal)
 Tanna Carter

Leray Williams
 Witness Name: Leray Williams

Mervin Alexander
 Witness Name: Mervin Alexander

Mervin Alexander
 Witness Name: Mervin Alexander

James Buckman (Seal)
 JAMES BUCKMAN

Double Times

Exh.318

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Exh. Z

CASE: 07-18226CA01

EME mortgage Corp.

Trudy Mack Bank Plaintiff

vs

James Littlejohn and
Mack Wells Defendants

Certified Mail No. _____

Re: Qualified Written Request, Formal Protest, and Dispute of Alleged Debt
Validity of Alleged Loan and Alleged Loan

Dear Sir / Madam

This letter shall serve as my formal Qualified Written Request to obtain all records and documents pertaining to this loan and my Formal Protest / Dispute of alleged Debt Validity.

Pursuant to RESPA * 6(e)(1)(B) and Reg. X * 3500.21 (f) 2, this letter is a "qualified written request". I have reason to believe certain Truth in Lending disclosures may have been withheld and loan servicing errors may have occurred. Consequently, please send:

1. Certified copy of my Promissory Note, including assignment Allonge.
2. The security instrument, any modifications, endorsements, extensions, addenda, and all information related to items (1) and (2) above.
3. The complete pay history from date of origination, including any portion of the pay history that originated with prior servicer(s).
4. Promissory Note Deposit, and Transaction Account records.
5. Name, address, and contact information of the Promissory Note Document Custodian.

Retention of payment history records are sometimes stipulated by states ranging from seven years to complete life of the loan. If you do not have a portion of the pay history or records requested related to a prior servicer(s). Please forward a copy of this notice to said prior servicer(s), and provide me with the name, address, and phone number of the prior servicer(s).

The above information may be sent by regular mail to the address provided.

Thank you for your cooperation. Please send a letter if you are unable or unwilling to send me this information or if you cannot send it within the twenty business day response requirements.

Very truly yours,

James Littlejohn
James Littlejohn
15020 S. River Dr.
Miami, FL 33167

Mack Wells
Mack Wells
15020 S. River Dr.
Miami, FL 33167

James Littlejohn
James Littlejohn
1977 NE 114th Rd
Miami, Fla 33181

2/12/2019

Miami-Dade Official Records - Print Document

Exh.326

CFN 2007R0615640 DR BK 25716 Pg 1859 (1pg)
 RECORDED 06/20/2007 08:57:58
 HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA
 LAST PAGE

IN THE CIRCUIT COURT OF THE ELEVENTH
 JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA
 CIVIL ACTION

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE
 UNDER THE POOLING AND SERVICING AGREEMENT SERIES
 EAST 2006-A3 (CSFB),

Plaintiff

vs.

DIVISION

07-18226 CA 02

JAMES LITTLE JOHN A/K/A JAMES LITTLEJOHN; THE UNKNOWN SPOUSE OF JAMES LITTLE JOHN A/K/A JAMES LITTLEJOHN; LEROY WILLIAMS; MACK WELLS; CYNDIA L. WILCOXSON; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; ATTORNEYS' TITLE INSURANCE FUND, INC.; LANCASTER MORTGAGE BANKERS, LLC; FIRST COMMERCIAL CORP.; CITY OF NORTH MIAMI; STATE OF FLORIDA - DEPARTMENT OF REVENUE; CAPITAL ONE BANK; TENANT #1, TENANT #2, TENANT #3, and TENANT #4 the names being fictitious to account for parties in possession

Defendant(s).

NOTICE OF LIS PENDENS

To the above-named Defendant(s) and all others whom it may concern:

You are notified of the institution of this action by the above-named Plaintiff, against you seeking to foreclose a mortgage recorded in Official Records Book 23966, Page 3465, on the following property in DADE County, Florida:

LOT 103, BLOCK 14 OF THE SANS SOUCI ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 50, AT PAGE 86, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

Dated this 14th day of June, 2007.

Echevarria, Codilis & Stawiariski
 P.O. Box 25018
 Tampa, Florida 33622-5018
 (813) 251-4766

By:

E. Tyler Samstag
 FLORIDA BAR NO. 0028380
 Andrea D. Prida
 FLORIDA BAR NO. 0022848

INDYMAC-CONV-R-elysda

FILE NUMBER: F07015631

DOC ID: M000105



Book 25716 / Page 1859 CFN#20070615640

Page 1 of 1

[https://fixedincome.fidelity.com/figw/f/FIRandDetails?requestType=...](https://fixedincome.fidelity.com/figw/f/FIRandDetails?requestType=)

pg 16.

<https://fixedincome.fidelity.com/figw/fut?IndividualBondsSearch?cns...>

Search of not available

Investment Products

- ## Bond Results

- Table View
- Print Field Statistics
- Insert Field into Field List

Your Key Search Criteria

Search Name	All to All AD in All
Maturity Date	All
Moody's Rating	All to All
Surplus Capital and Rating	All to AD
Cash Protection	All
Sinking Fund Protection	All

Total Bonds Found: 1

74

L Select Action

Warning: If material are missing and not reasonably necessary for purchase, lease or sale decision, and they do not address the material value propositions or their suitability for investment purposes, Ratings should not be raised above investment grade. Missing non-essential data does not matter.

THE TRUCK COMPANY, INC.

pg. 17

1130114 5.47 DM.

Exhibit 434 pgs

Corporate Bond Overview | Fidelity Investments

<https://fixedincome.fidelity.com/figw/RFIBondDetails?requestType=...>

Some bonds and related news is provided by sources that may not be affiliated with Fidelity or its affiliates. Fidelity does not explicitly or implicitly endorse or sponsor such content. Content is provided for informational and/or educational purposes only. You must make your own evaluation of how the information may influence your investment decision. Although content is continuously updated, it is only valid as of the date published and may become obsolete because of subsequent market conditions or other reasons.

Consult the security's prospectus for more detailed information regarding the details listed.

Current bond information includes actual bond data as reported to the Financial Industry Regulatory Authority (FINRA)'s Trade Reporting and Compliance Engine (TRACE) for Corporate Bonds, and more the Municipal Securities Rulemaking Board (MSRB) for Municipal Bonds. The prices listed provide insight into recent historical performance levels and are not necessarily reflective of current market value. Fidelity reports TRACE and MSRB information on a real-time basis.



© 2023 - 2024 FMR LLC

All rights reserved.

Terms of Use | Privacy | Disclaimers | Site Map

Pg 18

Exhibit 435A-1

Case 1:15-cv-23915-KMW Document 24 Entered on FLSD Docket 01/29/2016 Page 8 of 47

Exhibit 435

pg. 2

AFFIDAVIT OF FACTS

STATE OF FLORIDA)

) vs.: AFFIDAVIT

COUNTY OF COOK)

RE: KURT MARIN

I, **ELFYSHUA SHARHAT YISRAEL**, a citizen of the United States and the State of Florida over the age of 21 years, and I declare as follows under penalty of perjury that the facts stated herein are true, correct and complete. The undersigned believes them to be true and admissible as evidence in a court of law, and if called upon as a witness, will testify as stated herein.

1. That I am a subscriber of the Bloomberg Professional Service, certified and to use such service. I have completed the required training and engaged in continuing education with Bloomberg - both online and at Bloomberg live training events, to stay abreast with Bloomberg's latest progress and developments. I have the requisite knowledge and the trained ability to navigate and perform effective searches on the Bloomberg terminal.
2. I am a Certified Mortgage Securitization Auditor and my qualifications, expertise and experience provide me with the background necessary to certify the audit services and to be qualified as an expert in this field. I have produced approximately one hundred Securitized Analysts Reports in residential real estate mortgage investigation in 15 states and in United States. I have Not testified as an expert witness in Any Court. I have Completed audits in California, Florida, New Jersey, Nevada, New York and Virginia and via the Internet in webinar format.
3. I have the trained skills and qualifications to navigate and perform searches on the Bloomberg terminal in regards to the automated tracking and determination of mortgage and loan related documents and information.
4. The contents of this report are factual but it is provided for information purposes only and is not to be construed as "legal advice."
5. On DECEMBER 8, 2015, I researched the Bloomberg online Database at the request of KURT MARIN. Whose property address is 3320 NE 165 STREET NORTH MIAMI BEACH.
6. Based on the information I was provided, Kurt Marin signed a Promissory Note in favor of Federal Saving Bank, Home Loan on July 14, 2006.
7. Loan was identified in the WAMU MORTGAGE PASS-THROUGH CERTIFICATE TRUST 2006-AR12.
8. The facts of the identification of Loan in WAMU MORTGAGE PASS-THROUGH CERTIFICATE TRUST 2006-AR12 was made from the following factors/information that exactly corresponds with Kurt Marin loan documents provided: Loan Number: [REDACTED]; Original Amount: \$2,150,000.00; Origination Date: July 14, 2006; Location of Property: MD; Property Type: Single Family Residence; Occupancy: Owner Occupied; Zip Code: [REDACTED]; Type Loan: 30 Year Fixed Rate Mortgage.



Below are the classes the WAMU MORTGAGE PASS THROUGH CERTIFICATE has been divided into and their CUSIP number which is a nine (9) character alphanumeric code identifying any North American security for the purpose of facilitating clearing and settlement off trades

1. Pursuant to my extensive research, I have found the Loan in TWENTY FOUR (29) classes of the WAMU MORTGAGE PASS THROUGH CERTIFICATE TRUST 2006-AR12. These classes represent the Subordinated WAMU MORTGAGE PASS THROUGH CERTIFICATE TRUST 2006-AR12 is divided into individuals invest in these classes based on their desired maturities, yield, credit rating and other factors. The WAMU MORTGAGE PASS THROUGH CERTIFICATE TRUST 2006-AR12 pays interest usually monthly, to investors and principal payments are paid out in the order of the maturity and as specified in trust agreements.
2. Each Note was split apart or fractionalized a separate accounting entries and deposited separately into classes. Each Class is insured up to 3 times the face value of each Note therein which is deposited under the Federal Reserve System.
3. Pursuant to my extensive research, I have found the Loan in TWENTY FOUR (29) classes of the WAMU MORTGAGE PASS THROUGH CERTIFICATE TRUST 2006-AR12. These classes represent the Subordinated WAMU MORTGAGE PASS THROUGH CERTIFICATE TRUST 2006-AR12 is divided into individuals invest in these classes based on their desired maturities, yield, credit rating and other factors. The WAMU MORTGAGE PASS THROUGH CERTIFICATE TRUST 2006-AR12 pays interest usually monthly, to investors and principal payments are paid out in the order of the maturity and as specified in trust agreements.

Exhibit 435 pg 3

12. There are four (4) classes in the WAMU MORTGAGE PASS THROUGH CERTIFICATE TRUST 2006-AR12
13. There are TWENTY NINE (29) classes. Four (1) classes out of the TWENTY NINE (29) have been paid (P1). There are 5 in the all collateral group and group 2.
14. Generally, the mortgage and the Note are not together with the same entity, there can be no legal enforcement of the Note. The Mortgage enforces the Note and provides the capability for the lender to foreclose on the property. Thus, if the mortgage and the Note are separated, foreclosure legally cannot occur. The Note cannot be enforced by the Mortgage, each contains a different mortgage document, and if the Mortgage is not itself a legally enforceable instrument, there can be no legal enforcement on the homeowner's property.
15. No Entity can be a CREDITOR, they do not hold down the asset in question (i.e. the NOTE and/or the property). A Mortgage Pass Through Trust (i.e. R.E.M.I.C. as defined in Title 26, Subtitle A, Chapter 1, Subchapter B, Part II §§ 850-852) cannot hold assets, for if they do, their tax exempt status is violated and the trust itself is void ab initio. This is an indication that either the Trust has either voided forfeited Tax Free Status or the assets not in fact owned by it.
16. In the event that the loan was sold, pooled and turned into a security, such event would indicate that the alleged holder can no longer claim that it is a real party of interest, as the original lender has been paid in full.
17. Further said, once the Note was converted into a stock or stock equivalent, that event would indicate that the Note is no longer a Note. If both the Note and the stock, or stock equivalent, exist at the same time, that is known as double dipping. Double dipping is a form of securities fraud.
18. Once a loan has been securitized, which the aforementioned loan may have been done many times, that event would indicate that the loan forever loses its security component (i.e. the Mortgage), and the right to foreclose through the Mortgage is forever lost.
19. The findings of this report indicate that the Promissory Note has been converted into a stock as a permanent fixture. As a stock it is governed by the rules and regulations of the SEC. Hence, the requirement for the filing of the registration statements, pooling and servicing agreements form 424B-5 et al. There is no evidence on Record to indicate that the Mortgage was ever transferred concurrently with the purported legal transfer of the Note such that the Mortgage and Note has been irrevocably separated thus making a nullity out of the purported security in a property as claimed.
20. Careful review and examination reveals that this was a securitized loan. The Assignment of Mortgage precluded to be an A to D transaction when in fact, the foreclosing party was hiding the A to B, B to C, and C to D facts of true sales, where A is the originator, B the sponsor/seller, C the bankruptcy-remote depositor, and D, the issuing mortgage-backed securities trust. They also hid the legal SEC filings governing the transaction according to our findings. But to be controlled by those SEC filings, the true originator Note and Mortgage had to be provided by the Document Custodian certified to have been in possession of them by them on or about Aug 14, 2006. Because it was not the claim of ownership by the Trust cannot be substantiated and the loan servicing rights not established either by agreement, supply this report as written testimony and am available for oral testimony.

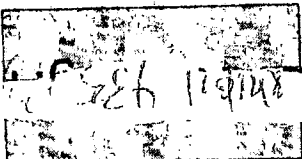


Exhibit 435 D-5

STATE OF FLORIDA)

) vs.: ACKNOWLEDGEMENT

County of Dade)

On this 1st day of 2016 before me,

Ellyson Shapath Yisrael

(Notary Public)

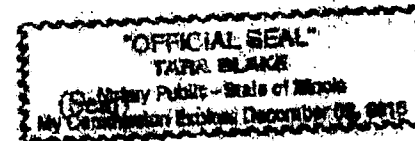
personally appeared **ELIYEHUWA SHAPHAT YISRAEL**, who proved to me on the basis of satisfactory evidence to be the man whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument under the penalty of perjury.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Tara Blake



My commission Expires

12/03/2016



Exhibit 435 pg 6

Exhibit 435 P-07

Marin

No findings in any publicly-reporting trust. Exact identification of securitization trust or corporate bank portfolio may be gotten through a QWR, Request for Information under Regulations X and Z, a FOIA request, voluntary lender disclosure or discovery through litigation.

The following is a Washington Mutual Bank trust meeting the qualifications for securitization:

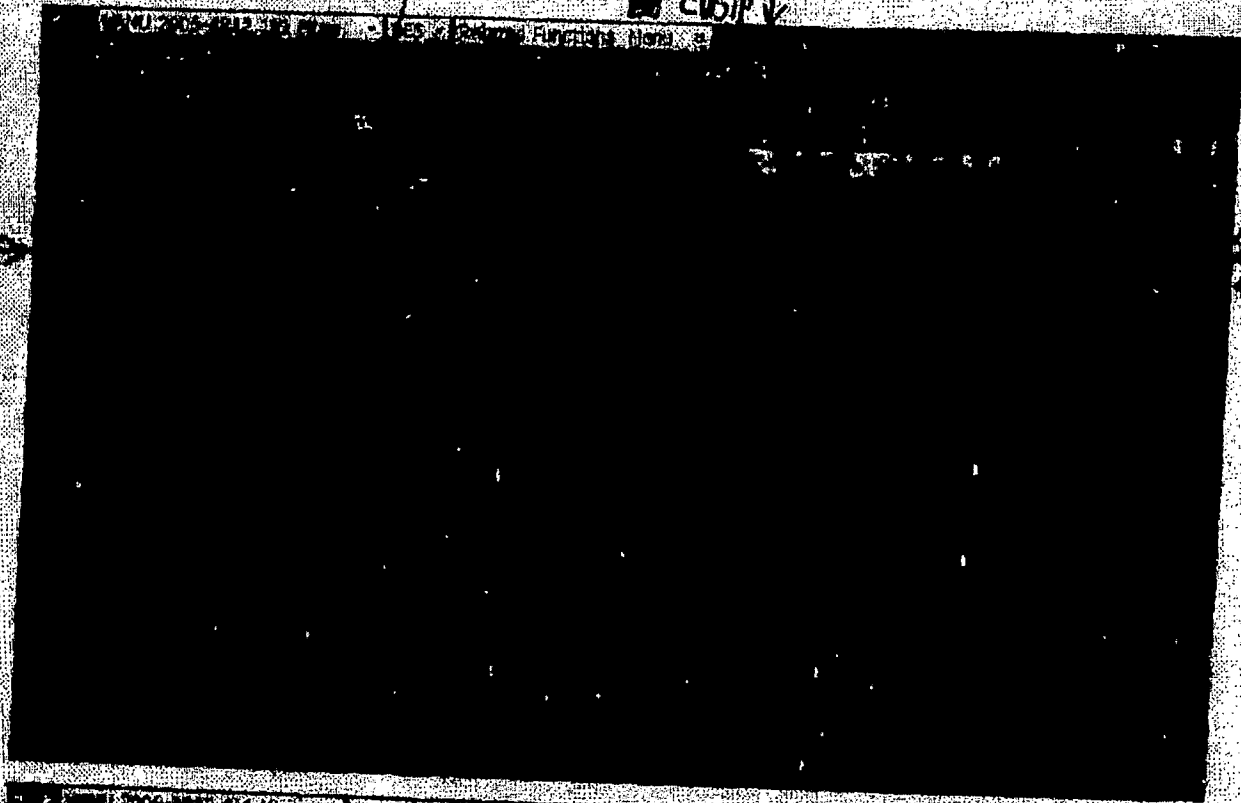
Prospectus Supplement form 424(b)5

http://www.sec.gov/Archives/edgar/data/1374721/000137472106000072/ex11to8kpsawamu2106_012.pdf

Pooling and Servicing Agreement

http://www.sec.gov/Archives/edgar/data/1374721/000137472106000072/ex11to8kpsawamu2106_012.pdf

CDSP ↓



11-8

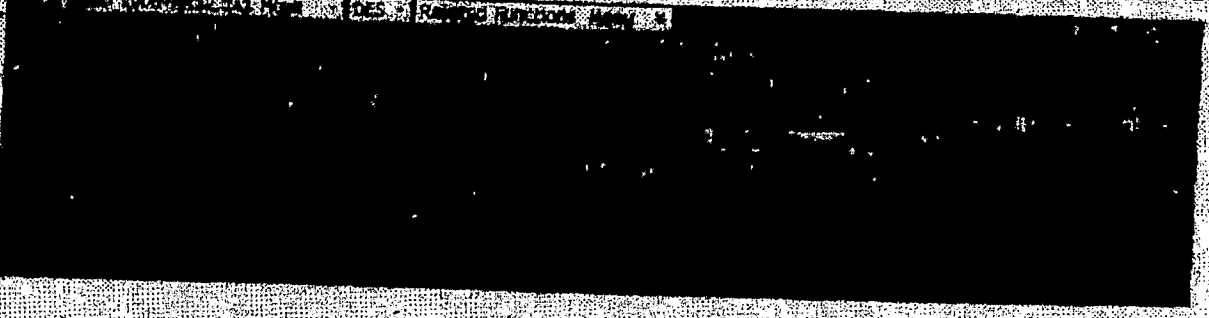


Exhibit 435

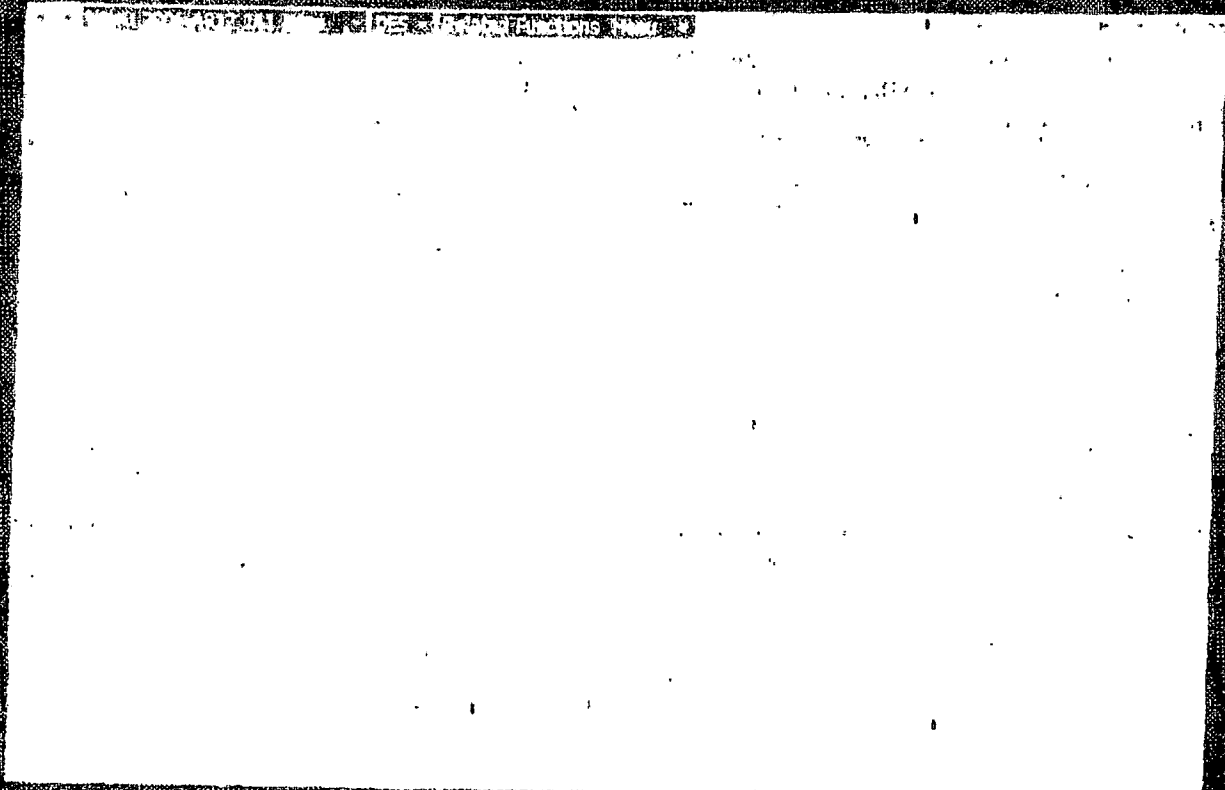
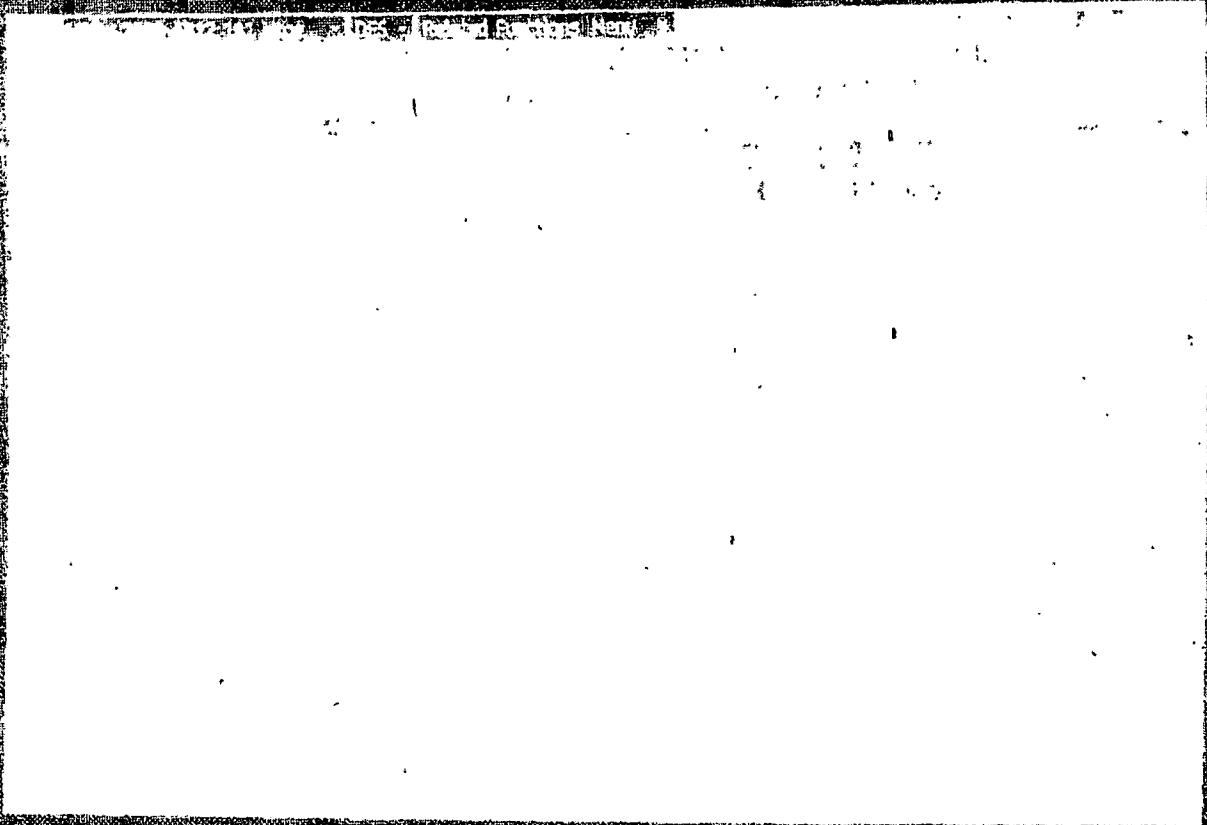
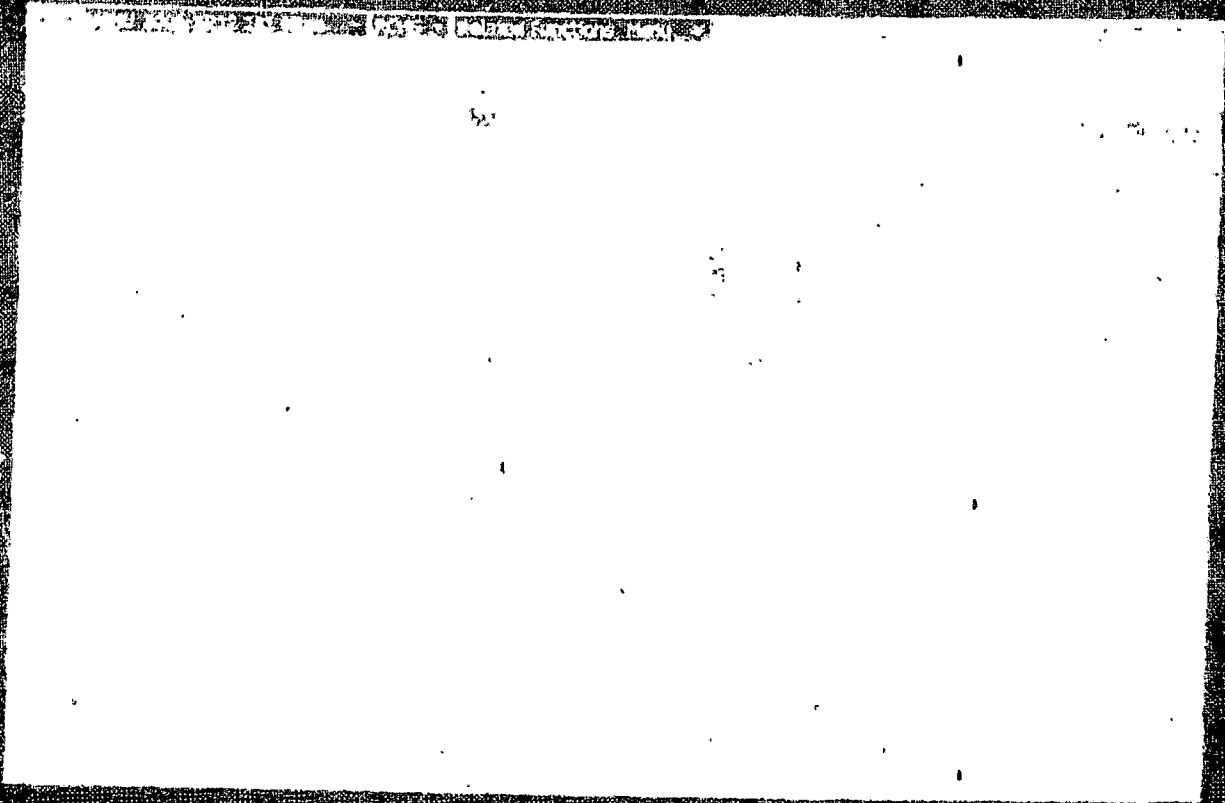
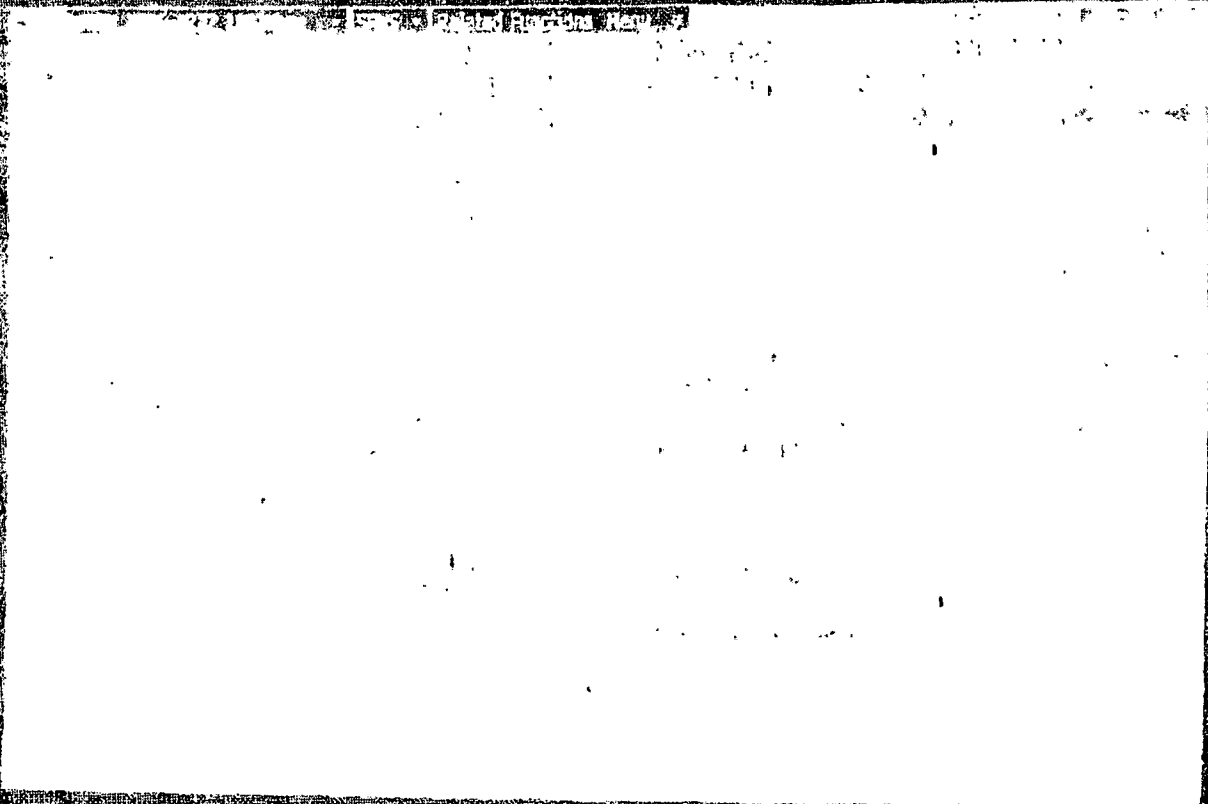


Exhibit 435 Page 1



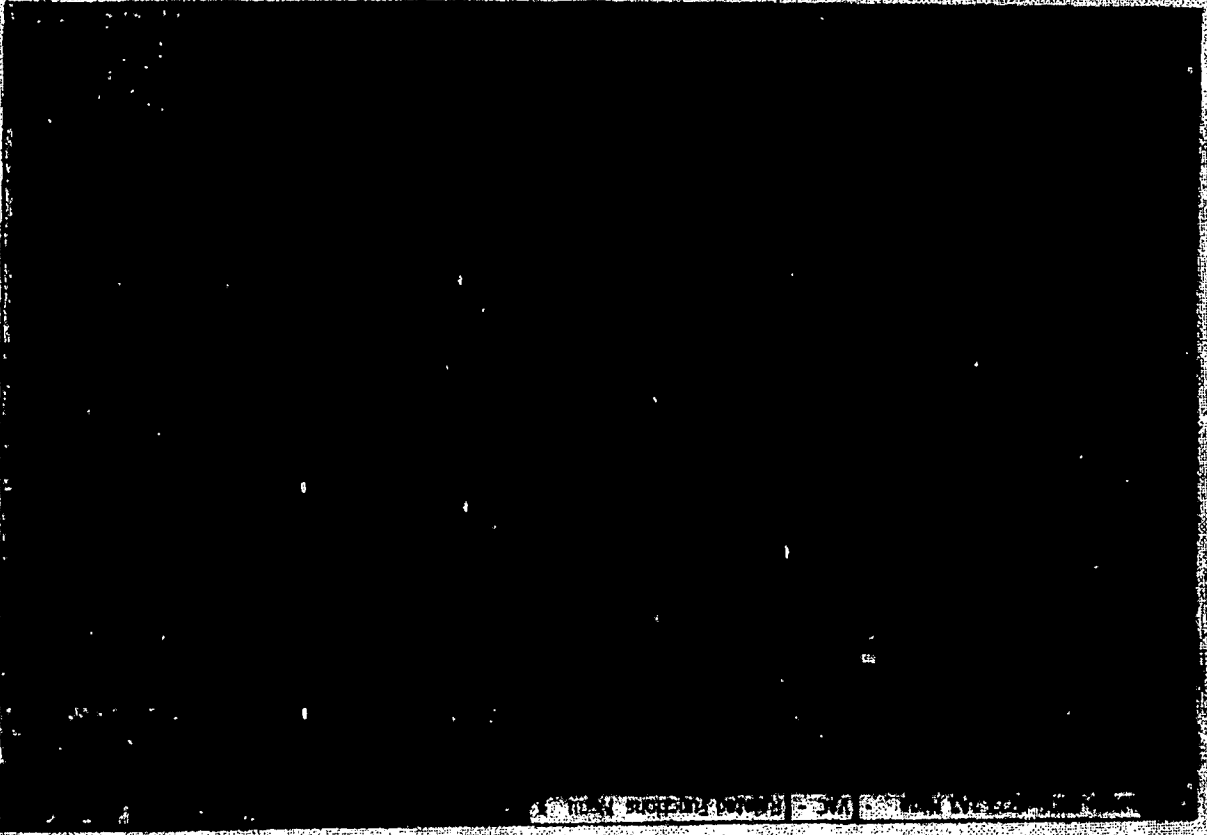
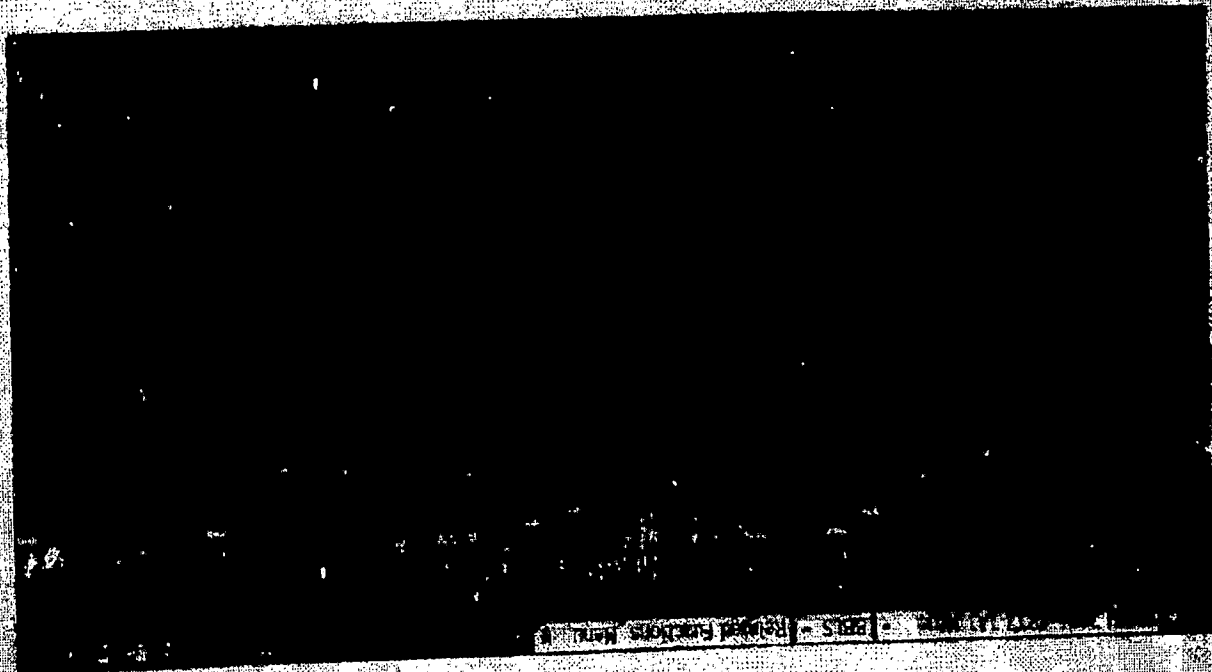
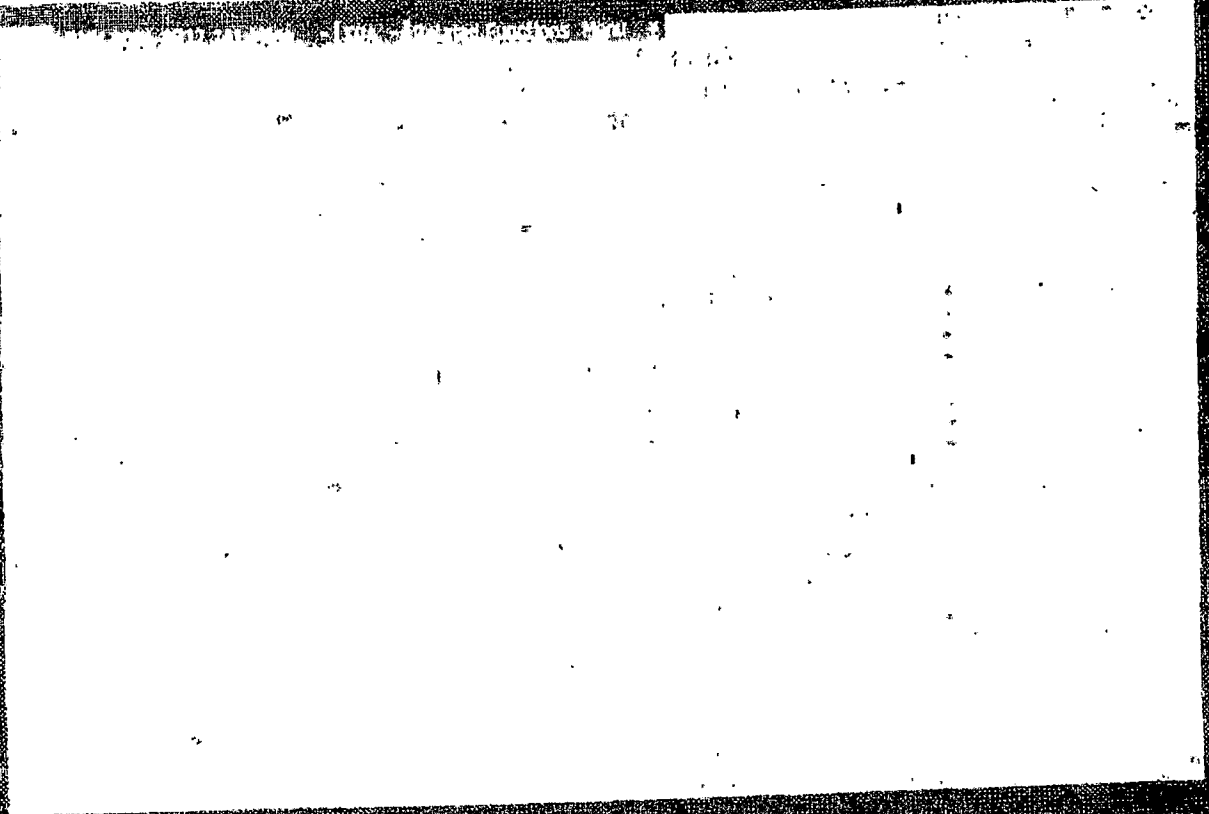
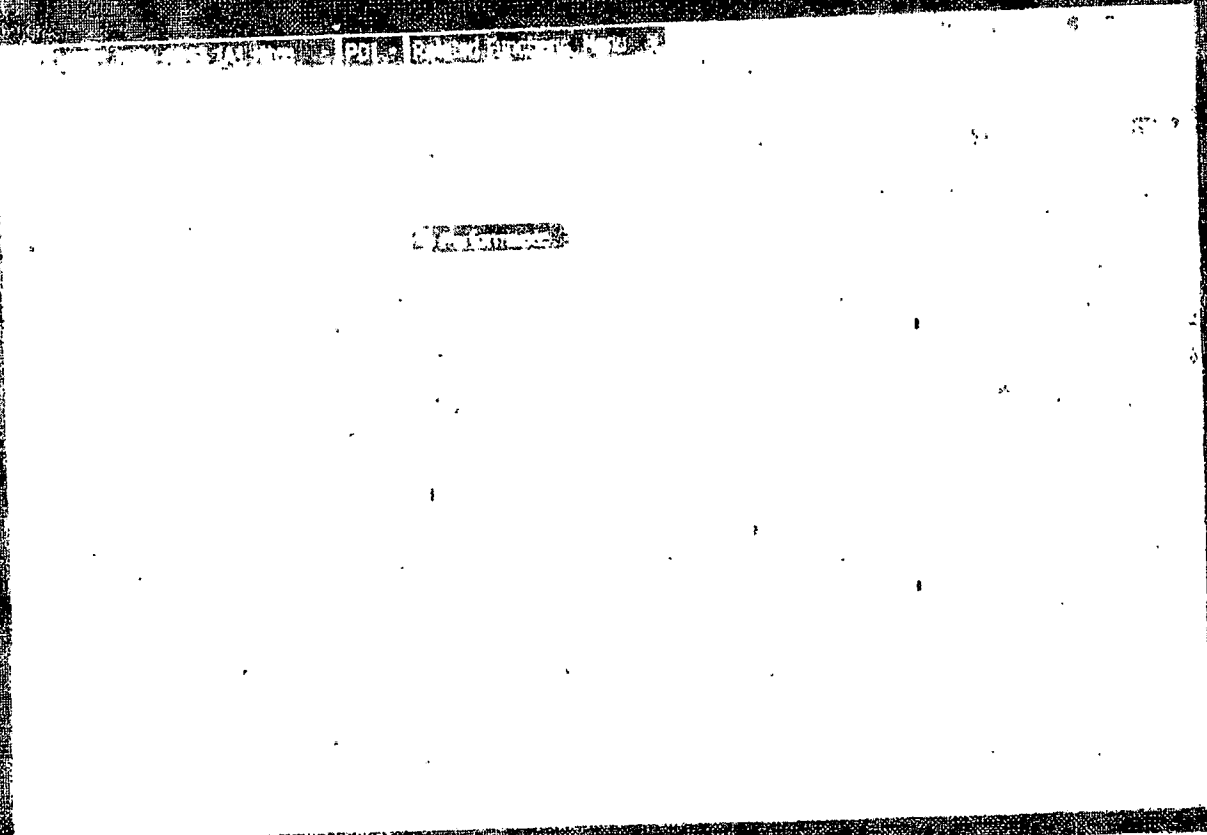


EXHIBIT 435 PAGE 10



11 Exhibit 485D

Exhibit 435 Pg. 12



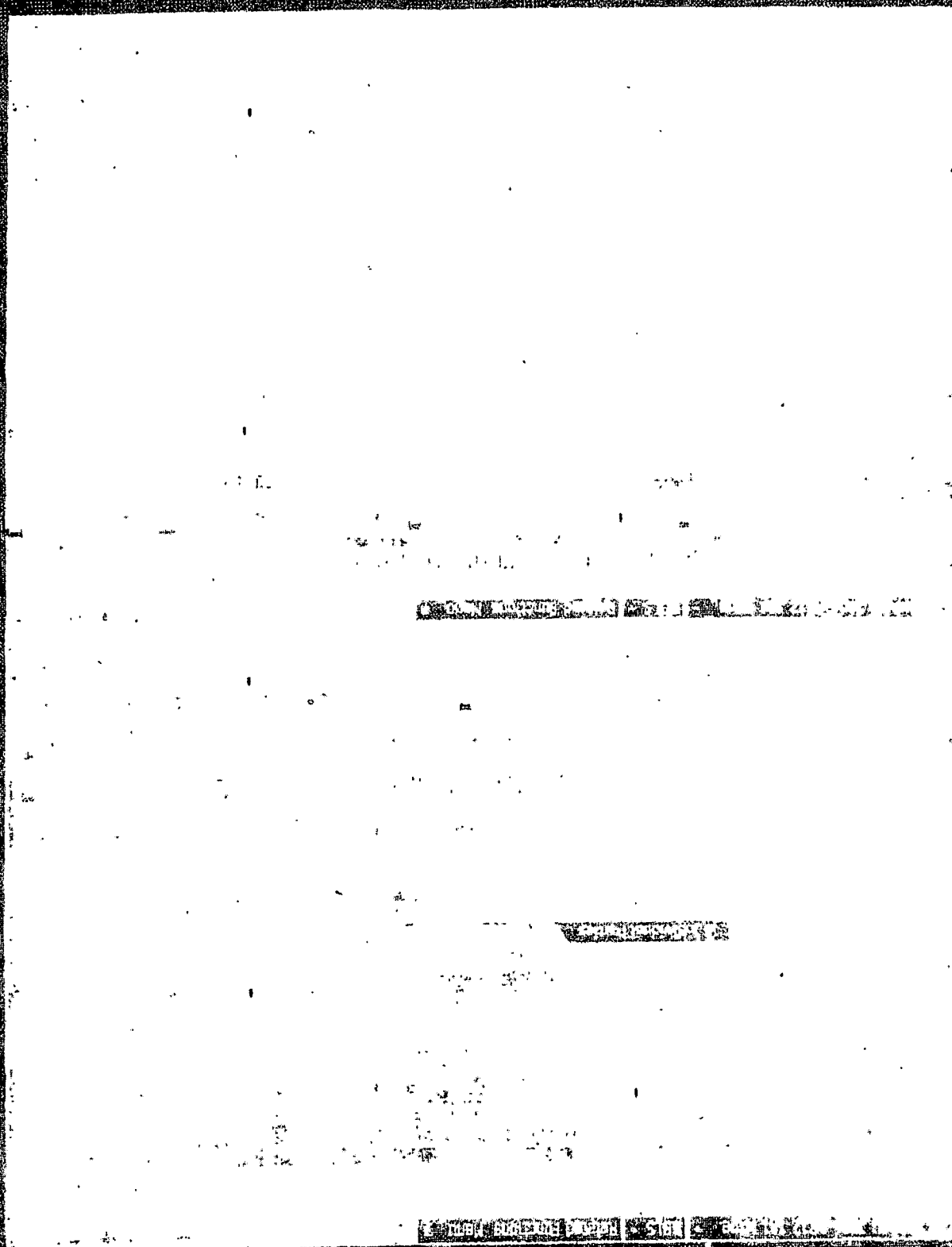


Exhibit 435993

© 1995-2014 Fidelity LLC

Read and (2) before, fully, and carefully and being advised that the following information is being provided to you for informational purposes only and is not intended to constitute an offer of securities or any other financial product. The information is being provided to you for informational purposes only and is not intended to constitute an offer of securities or any other financial product. The information is being provided to you for informational purposes only and is not intended to constitute an offer of securities or any other financial product.

2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -

2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -

2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -

2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -

2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -

2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -

2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -

2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -

2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -

2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -
 2481 1005/2024 NR D - - - - -

38FL
1438

8010278064-001

Exhibit 435 pg 17

ADJUSTABLE RATE NOTE
(12-MTA Index - Payment and Rate Caps)

3310218888

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES WILL HAVE LIMITS WHICH COULD RESULT IN THE PRINCIPAL AMOUNT I MUST REPAY BEING LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 110% OF THE ORIGINAL AMOUNT (OR \$ 2,288,890.00). MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THIS NOTE OR ANY RULER TO THIS NOTE. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

JULY 14, 2008

MIAMI

CITY

FLORIDA

STATE

3520 NE 15TH STREET, NORTH MIAMI BEACH, FL 33160

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 2,180,000.00 plus any amounts added in accordance with Section 4 (G) below, (this amount is called "Principal"). Plus interest, to the order of the Lender. The Lender is WASHINGTON MUTUAL BANK, PA will make all payments under this Note in the form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. INTEREST

Interest will be charged on unpaid Principal until the full amount has been paid. Up until the first day of the calendar month that immediately precedes the first payment due date set forth in Section 3 of this Note, I will pay interest at a yearly rate of 7.94%. Thereafter until the first Change Date (as defined in Section 4 of this Note) I will pay interest at a yearly rate of 1.250%. The interest rate required by this Section 2 and Section 4 of this Note is the Rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay Principal and interest by making payments every month. In this Note, "payments" refer to Principal and interest payments only, although other charges such as taxes, insurance and/or late charges may also be payable with the monthly payment. I will make my monthly payments on 1ST day of each month beginning on SEPTEMBER, 2008. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If on the maturity date, I still owe amounts under this Note, I will pay the balance due.

The interest rate I will pay may further change on the 1st day of SEPTEMBER, 2007 and on that day every month thereafter. Each such day is called a "Change Date".

(B) The Index

On each Change Date, my interest rate will be based on an index. The "index" is the Twelve-Month Average, determined as set forth below, of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Releases entitled "Selected Interest Rates (1.15)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12.

The most recent index figure available as of 15 days before each interest rate Change Date is called the "Current Index". If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 2/10/1000 percentage points to the Current Index. The Note Holder will then round the result of this addition to the nearest one-thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event a new index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old index for the most recent three year period which ends on the last date the index was available plus the Margin on the last date the old index was available and the average of the new index for the most recent three year period which ends on that date (or if not available for such three year period, for such time as it is available). This difference will be rounded to the next higher 1/8 of 1%.

(D) Interest Rate Limit

My interest rate will never be greater than TEN AND 5/13/1000 percentage points 10.513 % ("Cap"), except that following any sale or transfer of the property which secures repayment of this Note after the first interest rate Change Date, the maximum interest rate will be the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of such sale or transfer.

(E) Payment Change Dates

Effective every year commencing SEPTEMBER 01, 2007 and on the same date each twelve month thereafter ("Payment Change Date"), the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the projected principal balance I am expected to owe as of the Payment Change Date in full on the Maturity Date at the interest rate in effect 45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 4(F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(G) of this Note.

(F) Monthly Payment Limitations

Unless Section 4(G) and 4(H) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount I have been paying. This payment cap applies only to the principal payment and does not apply to any escrow payments Lender may require under the Security Instrument.



Case 3:23-cv-01801-UNA Document 7-2 Filed 06/06/23 Page 67 of 120

less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal; and the monthly payment due in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a principal reduction of the Note.

(H) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid principal can never exceed a maximum amount equal to 110% of the principal amount originally borrowed. In the event my unpaid Principal would otherwise exceed that 110% limitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstanding the 7 1/2% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient to repay my then unpaid Principal in full on the maturity date at my interest rate in effect the month prior to the payment due date in substantially equal payments.

(I) Required Full Monthly Payment

On the FIFTH anniversary of the due date of the first monthly payment, and on that same day every FIFTH year thereafter, the monthly payment will be adjusted without regard to the payment cap limitation in Section 4(F).

(J) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(K) Failure to Make Adjustments

If for any reason Note Holder fails to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial Prepayment of unpaid Principal.

E. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment". When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will apply all of my prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the principal amount of the Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may have the effect of reducing the amount of my monthly payments, but only after the first Payment Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.



will be treated as a partial Prepayment.

Miscellaneous Fees: I understand that the Note Holder will also charge a return item charge in the event a payment that I make in connection with repayment of this loan is not honored by the financial institution on which it is drawn. The current fee is \$ 15.00. Lender reserves the right to change the fee from time to time without notice except as may be required by law.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.00% of my overdue payment of Principal and interest. I will pay this late charge promptly but only once of each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 10 days after the date on which the notice is delivered or mailed to me (or, if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buys all or part of Lender's rights under the Security Instrument, in which case the notice will specify a date, not less than 30 days from the date the notice is given to the Borrower).

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note, whether or not a lawsuit is brought, to the extent not prohibited by Applicable Law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless Applicable Law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.



14. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment or amount due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other parties that amounts due have not been paid.

11. UNPAID SECURED NOTE

This Note is a written instrument with limited variations in some jurisdictions. In addition to the protection given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) the request to assume is made after one year following recording of the Deed of Trust; (b) Borrower causes to be submitted to Lender information requested by Lender to evaluate the intended transfers as if a new loan were being made to the transferee; and (c) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in the Security Instrument or other obligations related to the Note or other loan document is acceptable to Lender. (d) Assuming party executes Assumption Agreement acceptable to Lender at its sole option and discretion, which Agreement may include an increase to Cap as set forth below and (e) payment of Assumption Fee if requested by Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption and Lender may increase the maximum rate (but to the higher of the cap or a percentage points greater than the interest rate in effect at the time of the transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the terms and agreements made in the Note and in the Security Instrument. Borrower will continue to be obligated under the Note and the Security Instrument unless Lender has entered into a written Assumption Agreement with transferee and formally releases Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. MISCELLANEOUS PROVISIONS

In the event the Note Holder at any time discovers that this Note or the Security Instrument or any was caused by a clerical or mechanical mistake, calculation error, computer error, printing error or similar

3010215559

EX-1011-45-1821

Exhibit 435 pg 21

**PURCHASE AND ASSUMPTION AGREEMENT
AMONG
FEDERAL DEPOSIT INSURANCE CORPORATION,
Receiver of Washington Mutual Bank
Henderson, NV**

**and
JP Morgan Chase Bank, National Association, Seattle, WA**

**DATED AS OF
September 25, 2008**

**AMENDMENT TO ARTICLE I
FINAL SETTLEMENT DATE**

Paragraph to Article I: "means the first Business Day immediately prior to the day which is one hundred eighty (180) days after Bank Closing, or such other date prior thereto as may be agreed upon by the Receiver and the Assuming Bank. The Receiver, in its discretion, may extend the Settlement Date."

The purpose of this Amendment is to extend the time period for the Final Settlement to August 30, 2010.

**FEDERAL DEPOSIT INSURANCE CORPORATION,
Receiver of Washington Mutual Bank**

BY: John E. Evland 6/10/10
John E. Evland Date
Manager
Receivership Oversight

Exhibit 436

CFM 2007R0438403
DR BK 25360 Pgs 1174 - 11757 (2pgs)
RECORDED 05/01/2007 11:03:59
HARVEY RAVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

space reserved for recording information
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
OF FLORIDA, IN AND FOR MIAMI-DADE COUNTY

Washington Mutual Bank

Plaintiff,

-vs-

Kurt Maria; George Garcia; Jeffrey Levitin,
As Trustee; Westford High Yield Debt Fund I,
LLC; Sims Hadari; Unknown Parties in
Possession #1; Unknown Parties in
Possession #2; If living, and all Unknown
Parties claiming by, through, under and
against the above named Defendant(s) who
are not known to be dead or alive, whether
said Unknown Parties may claim an interest
as Spouse, Heirs, Devisees, Grantees, or
Other Claimants

Defendant(s).

Case #: 07-12402 CA02
Division #:

UNC:

NOTICE OF LIS PENDENS

TO: THE ABOVE NAMED DEFENDANT(S) AND ALL OTHERS WHOM IT MAY
CONCERN:

YOU are hereby notified that suit was instituted by the above-named Plaintiff against the
above-named Defendant(s) on April 25, 2007, in the above styled cause, involving the following
described property, situated, lying and being in Miami-Dade County, Florida, to-wit:

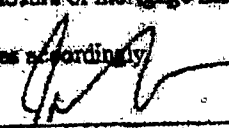
Exhibit 4B.6 pg 2

DR BK 25580 PG 1175
LAST PAGE

LOT 8, BLOCK 6, EASTERN SHORES 1ST ADDITION, ACCORDING TO THE
PLAT THEREOF, AS RECORDED IN PLAT BOOK 65, PAGE 39, OF THE PUBLIC
RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Relief sought as to such property is for foreclosure of mortgage held by Plaintiff against
the premises.

YOU will, therefore, please govern yourselves accordingly.

By: 
COLLEEN M. COLTON
FL Bar #0015167

JOSEPH J. SHAPIRO
FL BAR #111550

SHAPIRO & FISHMAN, LLP
Attorneys for Plaintiff
2424 North Federal Highway
Suite 360
Boca Raton, Florida 33431
Telephone: (561) 998-6700
Fax: (561) 998-6707

07-767508

Case #:

Division #:

LINC:

Kurt Martin; George Garcia; Jeffrey Levitt,
As Trustee; Westford High Yield Debt Fund 1,
LLC; Simon Hadad; Unknown Parties in
Possession #1; Unknown Parties in
Possession #2; If living, and all Unknown
Parties claiming by, through, under and
against the above named Defendant(s) who
are not known to be dead or alive, whether
said Unknown Parties may claim an interest
as Spouse, Heir, Devisee, Grantee, or
Other Claimants

Defendant(s)

COMPLAINT

Plaintiff, Washington Mutual Bank, sues Defendant(s), Kurt Martin; George Garcia;
Jeffrey Levitt, As Trustee; Westford High Yield Debt Fund 1, LLC; Simon Hadad; Unknown
Parties in Possession #1; Unknown Parties in Possession #2; If living, and all Unknown Parties
claiming by, through, under and against the above named Defendant(s) who are not known to be
dead or alive, whether said Unknown Parties may claim an interest as Spouse, Heir, Devisee,
Grantee, or Other Claimants, and states:

GENERAL ALLEGATIONS

1. On July 14, 2006, there was executed and delivered a promissory note and a
mortgage securing payment of said note to the payee named therein. The mortgage was
recorded in Official Records Book 24735, Page 2783, of the Public Records of Miami-Dade

Exhibit 431 pg 2

County, Florida, and mortgages the property described therein, then owned by and in possession of mortgagor, a copy of the mortgage is attached thereto as composite Exhibit "A".

2. Plaintiff is the owner and holder of the subject note and mortgage.

3. The mortgage of the Plaintiff is a purchase money mortgage being a first superior in dignity to any prior or subsequent right, title, claim, lien or interest arising out of mortgagor or the mortgagor's predecessors in interest.

4. There has been a default under the covenants, terms and agreements of the note and mortgage in that the payment due January 1, 2007, and all subsequent payments, have not been paid.

5. Plaintiff declares the full amount payable under the note and mortgage to be due.

6. A principal balance of \$2,195,601.68 is due and owing to the Plaintiff, with interest from and after December 1, 2006, and title search expenses for ascertaining necessary parties to this action.

7. In order to protect its security, the Plaintiff may have advanced and paid Ad Valorem taxes, premiums on insurance required by the mortgage and other necessary costs, or may be required to make such advances during the pendency of this action. Any such sums so paid will be due and owing Plaintiff.

8. All conditions precedent to the acceleration of this mortgage note and to foreclosure of the mortgage have been fulfilled or have occurred.

9. The record legal title to said mortgage property is now vested in Defendant(s) Krist Maria.

10. For purposes of collection and foreclosure, the Plaintiff has retained the undersigned attorney and is obligated to pay said attorney a reasonable fee for services rendered.

forth herein.

13. That the Defendant, George Garcia, might have some claim or demand in the subject property by virtue of a Mortgage, in the amount of \$155,000.00, dated July 14, 2006, filed in Official Records Book 24733, Page 2810, of the Public Records of Miami-Dade County, Florida and all other rights, claims, liens, interest, encumbrances and equities, either recorded or unrecorded, if any in the subject real property. The above-described interest of said Defendant(s) in the subject property is inferior to the interest of the Plaintiff in said property.

14. That the Defendant, Jeffrey Levine, As Trustee, might have some claim or demand in the subject property by virtue of a Lis Pendens, filed in Official Records Book 25143, Page 1399, of the Public Records of Miami-Dade County, Florida and all other rights, claims, liens, interest, encumbrances and equities, either recorded or unrecorded, if any in the subject real property. The above-described interest of said Defendant(s) in the subject property is inferior to the interest of the Plaintiff in said property.

15. That the Defendant, Weather High Yield Debt Fund I, L.L.C., might have some claim or demand in the subject property by virtue of a Lis Pendens, filed in Official Records Book 23466, Page 1809, of the Public Records of Miami-Dade County, Florida and all other rights, claims, liens, interest, encumbrances and equities, either recorded or unrecorded, if any in the subject real property. The above-described interest of said Defendant(s) in the subject property is inferior to the interest of the Plaintiff in said property.


Exhibit 43T Pg 4

16. That the Defendant, Stina Haded, might have some claim or demand in the subject property by virtue of a an interest, if any in the subject mortgage herein as to marital interest or homestead interest and as signatory therein, and by virtue of a Life Pensions, filed in Official Records Book 25466, Page 1808, of the Public Records of Miami-Dade County, Florida and all other rights, claims, liens, interest, encumbrances and equities, either recorded or unrecorded, if any in the subject real property. The above-described interest of said Defendant(s) in the subject property is inferior to the interest of the Plaintiff in said property.

17. That the Defendant's, UNKNOWN PARTIES IN POSSESSION #1 AND UNKNOWN PARTIES IN POSSESSION #2, might have some claim or demand in the subject real property by virtue of possession, whether by tenancy from the record title holder or mere possession only.

WHEREFORE, Plaintiff respectfully request this Honorable Court enter a judgment of Restitution, award attorney fees, costs, interests, advances and for such other and further relief that this court deems just and proper.

COUNT II (REESTABLISHMENT OF LOST NOTE)

18.  This is an action to reestablish a Promissory Note under F.R. 673.3091.

19. Plaintiff hereby realleges and reasserts all the allegations contained in Paragraphs 1 through 18 herein.

20. On July 14, 2006, at Miami-Dade County, Florida, there was executed and delivered to Washington Mutual Bank, P.A. a Promissory Note and Mortgage in favor of Washington Mutual Bank, P.A., in the principal amount of \$2,180,000.00.

21. The original Note was lost, and said document is no longer within the custody or control of the Plaintiff.

Exhibit 1 157935

22. Plaintiff knows of no person except the Plaintiff and Defendants who are interested in the reestablishment of said document.

WHEREFORE, Plaintiff demands judgment foreclosing the mortgage, and demands an Order reestablishing said lost documents, and if the proceeds of the sale are insufficient to pay Plaintiff's claim, a deficiency judgment, unless any defendant personally liable shall have been discharged from liability under the subject note pursuant to the provisions of the Bankruptcy Code 11 U.S.C. Section 561, et. seq.

FILED
FEB 14 2024
30

By: 
COLLEEN M. COLTON
FL Bar # 0015167

SHAPIRO & FISHERMAN, LLP
Attorneys for Plaintiff
2474 North Federal Highway
Suite 360
Boca Raton, Florida 33431
Telephone: (561) 998-6700
Fax: (561) 998-6707

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.
07-767505

Ms. Penny Marshall
Office of Thrift Supervision
101 Stewart Street, Suite 1010
Seattle, WA 98101

Re: Change of Corporate Title

Dear Ms. Marshall:

Washington Mutual Bank, FA (the "Association") proposes to change its corporate title to "Washington Mutual Bank." The Association is providing this notice to the OTS under OTS regulations as codified at 12 C.F.R. § 543.1(b), 12 C.F.R. § 562.4(b)(1) and 12 C.F.R. § 562.5(b)(2).

Responding to the Association's October 15, 2004, notice about an amendment of the Association's bylaws to state specifically that the Association may do business under the name, "Washington Mutual Bank," Mr. Oyer of the OTS confirmed in his October 21, 2004, letter that the OTS would not object to the bylaw amendment as proposed. On December 21, 2004, the Association's board of directors approved the bylaw amendment, to become effective upon the merger between the Association's acquisition, by merger, of its sister federal savings bank, which had the corporate title of Washington Mutual Bank. This merger was consummated on January 1, 2005.

The Association now proposes to take the additional step of actually changing its corporate title to Washington Mutual Bank. A copy of certain resolutions to be submitted to the Association's board of directors for this purpose is enclosed. The first resolution would amend Section 1 of the Association's Federal Stock Charter (No. 4539) to read as follows:

Section 1. Corporate Title. The corporate title of the savings bank is Washington Mutual Bank.

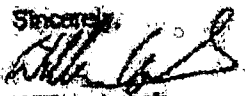
The second resolution, as shown on the enclosure, would amend Article 1, Section 1 of the Association's bylaws to read as follows:

Section 1. Corporate Title and Name. The corporate title of the savings bank is Washington Mutual Bank. The savings bank also may do business under the name Washington Mutual Bank, FA.

Both of these amendments would become effective as of April 4, 2005.

Thank you for your consideration. If you have any questions or comments, please do not hesitate to call me at 481-3140.

Sincerely,


William Lynch

cc: John Robinson
Enclosure

WM11708
Seattle, Washington 98101
OTS Notice
2004-01-31-0
12/21/04 10:17:53 AM
Notification of:
January 25, 2005
☐ Approval
☒ No Objection
☐ File Closed
☐ No Further Action
Required
☒ Written Appropriately
☒ Risk and Accepted
☒ Compliance Monitor
☒ Risk and Accepted
By: Penny D. Marshall
Title: Regional Applications
Manager

Fed. Savings
Bank

Exhibit 439

William J. Paatalo
Private Investigator – Oregon PSID# 49411
BP Investigative Agency, LLC
P.O. Box 838
Absarokee, MT 59001
(406) 328-4075
Bill.bpia@gmail.com

Curriculum Vitae

William Paatalo has been a licensed private investigator since September of 2009. He has 17 years combined experience in both law enforcement and the mortgage industry which he has utilized to become a leading expert in the areas of chain of title analyses and securitization. He was a police officer with the St. Paul, Minnesota Police Department from 1990-1996 where he was assigned "Field Training Officer" duties in only his second year on the job, and also received multiple commendations.

Mr. Paatalo worked in the mortgage industry as a "loan officer" with Conseco Home Finance from 1999 – 2000, followed by two years of being a branch manager for multiple mortgage banking firms. From 2002 – 2008, he became the President of Midwestern Mortgage, LLC d/b/a Wisconsin Mortgage, LLC in Wisconsin and Minnesota. As President of Wisconsin Mortgage, LLC, Mr. Paatalo was responsible for overseeing the origination, processing, and underwriting of mortgage loans, as well as managing a staff of 17 employees.

Mr. Paatalo has worked exclusively since 2010 investigating foreclosure fraud, chain of title, the securitization of residential and commercial mortgage loans, and accounting issues relevant to alleged "defaults." Mr. Paatalo is also a Certified Forensic Mortgage Loan Auditor through ("CFMLA"), and has spent more than 10,000 hours conducting investigatory research specifically related to mortgage securitization and chain of title analysis. He has performed such analyses for residential real estate located in many states, including but not limited to Washington, Oregon, California, Nevada, Florida, Montana, Texas, Arizona, Ohio, New Jersey, and several other states. To date, Mr. Paatalo has conducted nearly 900 investigations and has provided written

Exhibit 439 pg. 2

expert testimony in the form of affidavits and declarations in approximately 90-100 cases nationwide. Mr. Peatalo has been qualified in both state and federal courts as an expert, and personally appeared and testified at trial in the four cases outlined below. This experience has led to Mr. Peatalo becoming one of the leading experts in this relatively new field.

Mr. Peatalo's specific areas of expertise allowed by the courts in the cases referenced below are as follows:

- Knowledge of the "Pooling & Servicing Agreements" and various Securities & Exchange Commission (SEC) filings associated with mortgage-backed securitized trusts.
- Specific language in the PSA's and Prospectus / Prospectus Supplements involving securitization participants, key dates, "Servicer Advances," sources of third-party payments, and transfer and conveyancing requirements to name a few.
- Knowledge and use of ABSNet, and the interpretation of its internal accounting data showing "advance payments" made to the certificateholders / investors, as well as other information specific to accounting, chain of title, and other aspects of securitization.
- Chain of Title analyses based upon publicly recorded documents, documents produced in discovery, and documents attached as exhibits to foreclosure complaints. Documents typically include mortgages, deeds of trust, assignments, notes, and allonges, in addition to documents filed under penalty of perjury with the SEC.

Relevant Experience:

- Police Officer / "Field Training Officer" - St. Paul, MN 1990-1996.
- Oregon licensed private investigator under ORS 703.430, and has met the necessary requirements under ORS 703.411. To obtain his PI license, Mr. Peatalo met the requirement of 5,000 hours of investigation experience in the law enforcement field, and passed a thorough background investigation and criminal history check.
- Member of the "Oregon Association of Licensed Investigators" (OALI)
- President of Midwestern Mortgage, LLC d/b/a Wisconsin Mortgage, LLC in Wisconsin and Minnesota from 2002 - 2008.

Exhibit 439 Pg 3

Education:

A.A.S. - Law Enforcement - Normandale C.C., Bloomington, MN - 1986
Marketing Management Certificate - Concordia University, St. Paul, MN 2001
Forensic Loan Auditor Certification Training Course (CFEA) - 32 hrs. - San Diego, CA 2011

Expert Testimony (Trial):

FEDERAL CASES

Robert T. Fanning, Debtor - U.S. Bankruptcy Court, District of Montana - BK Case No. 10-61060

Revera v. Deutsche Bank National Trust Company, U.S. BK Court, Northern CA - Oakland - Case No. 14-54193-MEH-13

STATE CASES

OHIO

Washington Mutual Bank The Washington Mutual Bank, F.A. v. Jon A. Swatung, et al. In The Court of Common Pleas, Cuyahoga County, Ohio Case No. CV-08-587392

OREGON

U.S. Bank N.A. as Trustee v. Natasha D. Raymond-Girma, et al. - Circuit Court For The State Of Oregon, County Of Multnomah - Case No. 1112-16030

Exhibit 440

JPMORGAN CHASE & CO.

Federal Reserve Bank of New York

September 25, 2008

JPMorgan Chase Acquires the Deposits, Assets and Certain Liabilities of Washington Mutual's Banking Operations

Highly attractive, strategic transaction significantly strengthens consumer franchise. Deal expected to be accretive to earnings immediately. Adds large, stable deposit base and recurring earnings stream to company.

Company intends to raise additional capital in conjunction with the transaction to maintain strong capital position.

- Acquisition creates largest U.S. depository institution, with over \$300 billion of customer deposits
- Expansion into strategic California, Florida and Washington State markets creates nation's second-largest branch network, also strengthening existing presence in New York, Texas, Illinois, Arizona, New Jersey, Colorado, Connecticut and Utah
- Larger branch footprint will allow company to further expand and grow core regional banking, business banking, credit card, consumer lending and wealth management efforts

New York, Sept. 25, 2008 -- JPMorgan Chase & Co. (NYSE: JPM) today announced it has acquired all deposits, assets and certain liabilities of Washington Mutual's banking operations from the Federal Deposit Insurance Corporation (FDIC), effective immediately. Excluded from the transaction are the bank's unsecured debt, subordinated debt, and preferred stock of Washington Mutual's bank. JPMorgan Chase will be acquiring any assets or liabilities of the bank's parent holding company (NHL) or the holding company's non-bank subsidiaries. As part of the transaction, JPMorgan Chase will make a payment of approximately \$1.5 billion to the FDIC.

The acquisition expands Chase's consumer branch network into the strategic states of California, Florida and Washington State and creates the nation's second-largest branch network, with locations reaching 42% of the U.S. population. The combined 5,400 branches in 25 states will also serve as an excellent base to expand the reach of the business banking, commercial banking, credit card, consumer lending and wealth management businesses. The acquisition also extends Chase's retail branch network to additional states, including Georgia, Idaho, Nevada and Oregon.

The acquisition of Washington Mutual's banking operations is expected to be immediately accretive to earnings and to add more than 50

Exhibit 440 pg 2

by dialing 1-877-230-4671 (U.S. and Canada) / 1-719-715-5294 (International) - access code 264030 or via the audio broadcast at the International 65000 website under Investor Relations/Investor Presentations. Because our further reorganization will be available on the website at the time of this call.

A replay of the conference call will be available beginning at approximately 7:00 a.m. on September 20 through midnight, Thursday, October 4 by telephone at (800) 848-4830 (U.S. and Canada), access code 264030 or (719) 804-3000 (International). The replay will also be available via website at <http://www.international65000.com> under Investor Relations/Investor Presentations.

The purpose of this conference call is to provide investors with the meaning of the "Forward Looking" Legend on our Form 10-K. Our Forward Looking Statements are based upon the current belief and assumptions of Intergen Canada's management and are subject to significant risks and uncertainties. Actual results may vary from those stated in the Forward Looking Statements. Factors that could cause Intergen Canada's actual results to differ materially from those stated in the Forward Looking Statements can be found in Intergen Canada's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2023 and June 30, 2023, which reports on Form 10-K for the year ended December 31, 2022 and Intergen Canada's Report on Form 8-K, filed on the Securities and Exchange Commission website (www.sec.gov) and on the Securities and Exchange Commission website (www.sec.gov). Intergen Canada does not undertake to update the Forward Looking Statements to reflect the impact of circumstances or events that arise after the date of the Forward Looking Statements.

SELECT BUSINESS METRICS			
Production (sales)	17	12	23 sales
Total Assets	\$1770	\$2010	\$2,035
Total Managed Loans	\$217	\$231	\$245
Equities	\$203	\$237	\$245
Total Deposits	\$723.0	\$101.3	\$104.5
Checking Accounts	41,300	12,700	28,000
ATMs	8,310	3,002	14,235
Managed Cash, Cash Loans	\$190.5	\$90.4	\$101.1
Credit Cards/Secured	\$61,000	12,700	194,200
Equities	40,000	42,100	220,700
Managed Components	25,000	30,250	42,250
U.S. Deposits	\$71,000	\$74,700	\$92,250
Average Income			

Exhibit 440 pgs

Budgets:	28.5%	23.0%	45.5%
US Population in Footprint	76.0mm	94.1mm	120.5mm
By US Population Growth Rate (07-12)	3.2%	8.0%	4.9%
% of Population Growth in Footprint	18.0%	37.5%	45.2%

Candidates as of September 18, 2008

What Washington Mutual Customers Should Know and Do

- Feel confident that their deposits are secure.
- Continue banking as you have - assured that your bank is now backed by the strength and security of JP Morgan Chase.
- Continue to use the same checks. All checks will be processed as usual.
- Continue to use the same account numbers.
- Continue to use the same ATM card and credit card.
- Continue to use the same A/TMs.
- Continue to use the same branches.
- Continue paying your mortgage and credit card as you have. Checks should be made payable to the same as they have been in the past, and payment addresses remain unchanged.
- Continue using the same contact phone numbers, e-mail services and websites.
- Know that you will learn well in advance of improvements, additional services and other changes.

[Close window](#) | [Back to top](#)

Exhibit 4409

cents per share in 2009. JPMorgan Chase expects to incur pre-tax merger costs of approximately \$1.5 billion, net of significant investments in the business. The bank expects savings of approximately \$1.5 billion by 2010, net of significant investments in the business. The bank expects to close more than 10% of branches in the combined network by year-end 2010, closing less than 10% of branches in the combined network.

In conjunction with this acquisition, JPMorgan Chase will be marking down the acquired loan portfolio by approximately \$1.5 billion, primarily representing our estimate of remaining credit losses related to the impaired loans. JPMorgan Chase expects to maintain the company's strong capital position.

"This deal makes excellent strategic sense for our company and our shareholders. Our people have worked hard to build a strong and balanced sheet - making this compelling transaction possible," said Jamie Dimon, Chairman and CEO. "Increasing our regional banking presence not only strengthens our Retail business, but also benefits other businesses including our commercial banking, business banking, credit card, and asset management groups."

"JPMorgan Chase is strongly committed to both a strong banking system and our responsibility as a good citizen in the states and local communities where we do business," Dimon said. In July, the bank earned an Outstanding rating from the Comptroller of the Currency for the company's work helping families buy homes, financing small businesses, and more.

"We look forward to welcoming Washington Mutual's employees to JPMorgan Chase and working with them together," Dimon added.

"This acquisition makes us more convenient and valuable to our customers and meets our strategic goal of serving our current and future customers better," said Charlie Schott, head of Chase's Retail business. He added, "Washington Mutual customers will be able to take advantage of Chase's broader network and a wider product range - all with the security of JPMorgan Chase." Over time, Chase will provide more personal bankers, business bankers, and more services to serve the needs of Washington Mutual customers and to expand their relationship with Chase.

Customers of both companies may continue banking as usual, and feel confident that their deposits are safe and secure with the security of JPMorgan Chase. Employees and vendors should continue to operate business as usual.

Chase expects to convert Washington Mutual's consumer banking, home lending and credit card business to Chase technology platforms over the next two years. Chase and Washington Mutual customers should be able to use 14,000 ATMs without fees in the coming months.

About JPMorgan Chase

JPMorgan Chase & Co. (NYSE: JPM) is a leading global financial services firm with assets of \$2.2 trillion. The firm is a leader in investment banking, financial services for consumers, small business, transaction processing, asset management, and private equity. A component of the Dorr Jones Industrial Group, JPMorgan Chase is one of the world's most prominent corporate institutions. JPMorgan and Chase brands. Information about the firm is available at www.jpmorganchase.com.

JPMorgan Chase will host a conference call at 9:15 p.m. (Eastern Time) tonight, September 21, 2006.

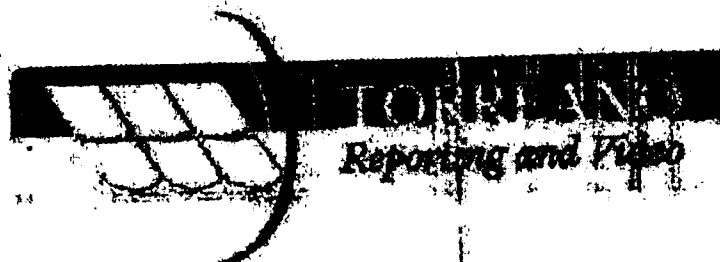
Exhibit 441

In Re:

**JAMES MADISON KELLEY v.
JPMORGAN CHASE BANK**

DEPOSITION OF CRYSTAL DAVIS

August 13, 2014



Toll Free
Main
Fax

866.760.DEPO

408.371.0454

408.371.0402

www.tomeano-depos.com

tomeano-depos@cglobel.net

RP Investigative Agency
Exhibit 2

THE UNIVERSITY OF CHICAGO

JAMES MADISON KELLEY V.
IPMORGAN CHASE BANK

DEPOSITION OF CRYSTAL DAVIS

Page 5

1 CRYSTAL DAVIS
2 being first duly sworn, as hereinafter
3 certified, deposes and says as follows:
4 EXAMINATION
5 BY MR. KELLEY:
6 Q. This is the deposition of Crystal Davis
7 in the Kelley versus IP Morgan Chase Bank in a
8 case, correct?
9 My name is James Kelley, and I'm the
10 plaintiff in the case. I guess we have
11 Christopher Yoo from Alvarado Smith, outside
12 attorney for Chase, and Crystal Davis -- right?
13 A. Yeah.
14 Q. -- present. So I'm just going to start
15 out by just asking you a little bit about your
16 background. You don't have to go back to grade
17 school.
18 A. Okay.
19 Q. So you -- first of all, what's your
20 educational background?
21 A. I graduated high school.
22 Q. Okay.
23 A. And I had some college. I studied
24 English at CUNY Newark. Did not graduate, did

Page 6

1 not get a degree.
2 Q. Okay. Did you take any courses in
3 accounting?
4 A. I did not.
5 Q. You did not. Okay.
6 What is your current job function?
7 A. Associate controller.
8 Q. Okay.
9 A. Well, that's the title.
10 Q. And what are -- what does that entail?
11 A. I supervise a department of accountants
12 who manage the corporate advance reconciliation.
13 Q. How many people do that?
14 A. I have -- under me, I have eight
15 employees.
16 Q. Right.
17 A. Accountants.
18 Q. And this is at the Polaris facility?
19 A. No, Boston.
20 Q. Boston facility. Okay.
21 And how did you come to that position
22 with an English background?
23 A. So I worked at Harry & David Corporation
24 for seven years where I learned accounting and

Page 7

1 did payroll.
2 Q. Okay. So you have a practical
3 background?
4 A. Yes.
5 Q. Okay. And when did you join Chase?
6 A. 2005.
7 Q. 2005. Okay.
8 So you've been there for a while?
9 A. Nine years.
10 Q. Nine years. Okay.
11 And what position did you start in at
12 Chase?
13 A. I started at an entry-level treasury
14 accounting position.
15 Q. Okay.
16 A. So I managed just cash flow to the Fed.
17 Q. And how did you progress from there?
18 A. I was in that position about two years,
19 and then I got an offer for a different position
20 within the REO accounting group, and I went to
21 that accounting group, and then got another
22 position in the corporate advance accounting
23 several years after that.
24 Q. Okay. So how long have you been in

Page 8

1 corporate advance accounting?
2 A. I have been there for two years.
3 Q. Two years.
4 A. Uh-huh.
5 Q. Okay. So how long were you -- so prior
6 to corporate advance accounting, what were
7 you -- what were you doing? I'm not quite
8 clear.
9 A. REO accounting, so real estate owned.
10 We managed all the accounting for that, all the
11 REO sales.
12 Q. And what kind of software do you use for
13 your accounting?
14 A. Mainly MSP.
15 Q. So you are using MSP?
16 A. Uh-huh.
17 Q. Any other?
18 A. We use SAP.
19 Q. SAP. Okay. That's a pretty well-known
20 software brand.
21 A. Yes.
22 Q. Anything else?
23 A. That's it for accounting.
24 Q. Pretty much it?

JAMES MADISON VALLEY
UNIVERSITY CLASS BANK

DEPOSITION OF CHERYL DAVIS

Page 8

Page 11

1 A. Um-huh.
2 Q. Okay, so you don't have general ledger
3 experience?
4 MR. YEO: Objection, Vague and
5 ambiguous.
6 A. General ledger meaning?
7 Q. Well, you know, starting from the
8 general ledger down to the sub-ledgers.
9 A. So all of our sub-ledgers are part of
10 the general ledger.
11 Q. Sure.
12 A. So I do have experience with specific
13 accounts of the general ledger.
14 Q. Probably characterized as REBO -- like 745
15 accounts are -- you consider those REBO?
16 A. They can be. So 745 is any kind of
17 accounting adjustment.
18 Q. So we'll be getting a little bit more
19 from that in a moment.
20 So are you the only group doing this?
21 MR. YEO: Objection. Vague and
22 ambiguous as to "doing this."
23 Q. Are you the only operational group doing
24 corporate advances in this area --

1 A. Yes.
2 Q. I'm going to -- one reason for this
3 deposition is that Mr. Smith, who was a 30(B)(6)
4 witness in this case, indicated that he spoke
5 with you probably several months ago. Do you
6 recall talking to Mr. Smith?
7 A. I do.
8 Q. Okay. Could you tell me approximately
9 how much time you spent talking with him?
10 A. It was very brief. Our phone
11 conversation was brief. So probably five, ten
12 minutes.
13 Q. Okay. And what did he want to know?
14 A. He was asking me specifically about the
15 reason codes on the DDCM screen and what they
16 represented.
17 Q. And that would be codes like L TDO and
18 stuff like that?
19 A. Correct.
20 Q. And we'll get back to those.
21 Did you talk with anyone in preparation
22 for this deposition today?
23 A. Anyone within Classco?
24 Q. Well, anyone, about this deposition.

Page 10

Page 12

1 A. No.
2 Q. -- or are there other groups like
3 yours?
4 A. There are other groups like mine.
5 Q. That you know of, right?
6 A. Yes.
7 Q. How many other groups?
8 A. I don't specifically know. Sorry.
9 Q. Is that?
10 MR. YEO: Objection. Asked and
11 answered.

1 A. Yes.
2 Q. Okay. Like who?
3 A. I spoke to Thomas from the --
4 Q. Thomas Yeo?
5 A. Yes.
6 Q. Okay.
7 A. And I spoke to Anne Elia -- I forget
8 what her last name is. Fitzpatrick.
9 Q. Is that an Alameda Smith employee?
10 MR. YEO: She's in-house counsel with
11 Classco.

JAMES MADISON KELLEY v.
SPRING CREEK BANK

DEPOSITION OF CRYSTAL DAVIS

Page 12

1 what they were for?

2 A. Only certain transactions he asked

3 about.

4 Q. Okay. Well, yeah, there are several

5 different types of transactions. We'll get to

6 the details later.

7 So how much time did you spend speaking

8 with Mr. Yoo in preparation for the deposition?

9 A. I got here at 2:15.

10 Q. This is the first time?

11 A. Yes.

12 Q. Okay. Sometimes they do it over the

13 phone.

14 The other thing is, did you review any

15 documents in preparation for this deposition?

16 A. I did.

17 Q. Okay. Could you tell me which ones they

18 were?

19 A. There were a lot. I don't know

20 specifically. I did review the transcript.

21 MR. YOO: She's talking the deposition

22 transcript.

23 Q. You mean Smith?

24 A. Mr. Smith, yeah.

Page 14

1 Q. I've got one here. I got the brief

2 form.

3 A. And then the grant screening DDCH

4 history, and I think that's all I reviewed.

5 Q. Okay. Did you look at the payee codes?

6 A. Uh-huh. I did.

7 Q. Are you familiar with the payee codes?

8 A. I am.

9 Q. Okay. Good.

10 Because there's been some ambiguity to

11 the previous depositions, a little confusion --

12 it's not just here. It's everywhere -- I'm

13 going to ask that when we refer to a -- that we

14 not use the term WABANK, because WABANK is a logo.

15 It's not a corporation. So I'll refer to

16 Washington Mutual Bank when I mean Washington

17 Mutual Bank. I'll refer to Washington Mutual

18 Bank PA when I mean Washington Mutual Bank PA.

19 And similarly, Washington Mutual Bank FBS, which

20 was not a subject of a receivership.

21 MR. YOO: Objection. Assumes facts not

22 in evidence.

23 MR. KELLEY: I believe it is in evidence

24 in the Smith deposition already.

Page 15

1 MR. YOO: I don't recall that, so my

2 objection stands. I'm not instructing her not

3 to answer. I'm just simply inserting objections

4 as to the general legal conclusions you're

5 making as to what all those entities are or are

6 not and whether those entities were under

7 receivership or not.

8 MR. KELLEY: Those are legal

9 conclusions. I think they're statements of

10 fact. It's well known.

11 MR. YOO: All right. According to you.

12 MR. KELLEY: Okay.

13 BY MR. KELLEY:

14 Q. So anyway --

15 MR. YOO: I think it would be -- I think

16 it would speed up the deposition -- I'll let you

17 ask any questions that you have for my witness,

18 and just let me insert my objections without

19 going back and forth. Because they're

20 ultimately for the Court to decide at the time

21 of trial. Whenever you intend to introduce

22 Mr. Davis' testimony, the Court will have to

23 determine whether my objection is valid or not.

24 So why don't we simply --

Page 16

1 MR. KELLEY: I understand.

2 MR. YOO: I'm not going to interrupt

3 you and it will probably help me if you don't

4 restate my objection. Because it's really

5 irrelevant to the deposition of Mr. Davis. That

6 way it will go faster. Ask your questions.

7 I'll object. If I have think that she shouldn't

8 answer something, I'll instruct her not to

9 answer. We'll let the Court decide. I have no

10 intention of instructing her not to answer any

11 questions at this time unless the question is

12 improper. But if you simply ask your questions,

13 let me insert my objections for the record. If

14 I don't say anything more than objection, I'm

15 not instructing her not to answer. So it will

16 go much quicker. Rather than reasoning whether

17 my objection is proper or improper. We're

18 wasting more time, you and me, obtaining the

19 record rather than you simply referring to my

20 objections.

21 MR. KELLEY: Okay. Let's move on.

22 BY MR. KELLEY:

23 Q. I'm going to introduce into evidence

24 some documents here. This is part of the -- to

DEPOSITION OF CRYSTAL DAVIS

JAMES MADISON VIOLET V.
JPMORGAN CHASE BANK

Page 17

1 make things clearer, these are excerpts from the
2 purchase and assumption agreement between the
3 FDIC receiver and JPMorgan Chase Bank.

-0-

4 (Deposition Exhibit I marked.)

-0-

5 Q. On page 1 of the exhibit the term "book
6 value" is defined. And could you read that over
7 and see if--

8 MR. YOO: Let the record reflect that
9 page 1 of Exhibit I appears -- is identified by
10 page 3.

11 MR. KELLEY: Of the purchase and
12 assumption agreement, yes.

13 MR. YOO: What Mr. Kelley represents is
14 that a portion of the purchase and assumption
15 agreement, and the book value is the first
16 paragraph of page 1 of Exhibit I -- or page 3,
17 which is the first page of Exhibit I.

18 MR. KELLEY: You're right.

19 A. Okay.

20 Q. So the main interest here, I guess, is
21 they're saying book value means with respect to
22 my asset or any liability assumed.

Page 18

1 MR. YOO: Objection. The document
2 speaks for itself.

3 Q. So I want to make the distinction
4 between assets with book value and liabilities
5 with book value, just for precision.

6 Okay. Page 2.

7 MR. YOO: Of Exhibit I.

8 Q. Yes, Exhibit I, which is page 3 of the
9 purchase and assumption agreement. I
10 highlighted loans, and here they're defining
11 what loans the agreement applies to. And could
12 you read that over and just make sure you got
13 it.

14 A. Uh-huh.

15 Q. Under I, which is a subparagraph to
16 loans, it says, "Loans (including loans which
17 have been charged off the Accounting Records of
18 the Failed Bank in whole or in part prior to
19 Bank Closing)."

20 And then it goes on and it says,
21 "participation agreements, interest in
22 participations, overdrafts of customers,"
23 et cetera. I'm not so much interested in

Page 19

1 -- revolving commercial lines of
2 credit, home equity lines of credit,
3 Commitments," and so on.

4 So do you understand what a
5 participation agreement is?

6 MR. YOO: Objection. Calls for a legal
7 conclusion. Calls for testimony beyond this
8 person's knowledge.

9 If you understand what that means.

10 A. I don't know specifically what they're
11 speaking of there.

12 MR. YOO: Also, Ms. Davis is not the
13 person with the most knowledge regarding the
14 purchase and assumption agreement.

15 Q. So you don't know what a participation
16 agreement is?

17 MR. YOO: Asked and answered.

18 She works as an assistant controller for
19 Astrow Advances. She may not have that much
20 knowledge about the purchase and assumption
21 agreement. So the document speaks for itself.

22 I'm going to stop asking her any more
23 her questions about it, but she clearly is here
24 based upon a short conversation that she had

Page 20

1 with Mr. Smith. She's not here as the person
2 most knowledgeable of Chase regarding the
3 purchase and assumption agreement.

4 MR. KELLEY: You've already said that.

5 MR. YOO: So again, I would caution you
6 to ask the types of questions that you're going
7 to ask her, because they're really -- at some
8 point it may become harassing.

9 MR. KELLEY: I'm not harassing her.

10 MR. YOO: I said at some point it might
11 become harassing as you keep on asking her
12 questions.

13 MR. KELLEY: I would ask you --

14 MR. YOO: Let me --

15 MR. KELLEY: -- to stop interrupting my
16 deposition. This is my deposition. I'm paying
17 for it. And you're running off at three or four
18 minutes a shot on your objections. That's
19 ridiculous.

20 MR. YOO: I'm entitled to it. I feel

21 comfortable.

22 MR. KELLEY: All you have to do is say

23 objection.

24 MR. YOO: Mr. Kelley, let me finish.

DEPOSITION OF CRYSTAL DAVIS

JAMES MADISON KELLEY v.
FIDELITY AND CRUISE BANK

Page 21

1 All right? Otherwise this deposition will be
2 over pretty soon. Let me finish, then you can
3 ask your next question.

4 At some point, if you keep asking her
5 questions relating to the purchase and
6 assumption agreement, it will become harassing.
7 I'm going to give you leeway to ask questions.
8 But understand that she's here -

9 MR. KELLEY: It is - it is necessary to
10 ask these questions, and under Rule 26, I am
11 allowed to ask any question I want, as long as
12 it leads to or has the possibility of leading to
13 admissible evidence.

14 MR. YOO: Emphatically.

15 MR. KELLEY: You can't restrict my
16 deposition arbitrarily like you're trying to do.

17 MR. YOO: I told you that at some point
18 it's going to become harassing. Once it becomes
19 harassing, I'm going to instruct her not to
20 answer.

21 BY MR. KELLEY:

22 Q. Down the page it defines obligor. Could
23 you read that over and let me know if you
24 understand what that means?

Page 22

1 MR. YOO: Objection. Document speaks
2 for itself. And calls for a legal conclusion.

3 Q. I'm just asking you if you understand
4 what it is?

5 A. Yes.

6 Q. You do? Okay. So it indicates that
7 there are different types of obligors, right?

8 A. Yes.

9 Q. Direct indirect, primary, secondary,
10 joint...

Page 23

1 smoothly.

2 BY MR. KELLEY:

3 Q. The next page, please. Borrower's
4 claims. That would be page 9 of this purchase
5 and assumption agreement. A little bit further
6 down the page I've highlighted assets purchased
7 by the assuming bank. And they're saying that
8 they're subject to all the liabilities
9 associated with them.

10 A. Yes.

11 Q. And then finally, we get down to asset
12 purchase price, and could you read that over.

13 A. Yes.

14 Q. So it states that the asset purchase
15 price will be the book value if there's no
16 Schedule 3.2. And I'll represent that there is
17 no Schedule 3.2.

18 MR. YOO: Objection. The document
19 speaks for itself.

20 MR. KELLEY: And there is no Schedule
21 3.2 there in the document.

22 MR. YOO: Can you please just - you
23 don't have to respond to my objections.

24 MR. KELLEY: I don't have to.

Page 24

1 BY MR. KELLEY:

2 Q. Then the next page, which is page 26 of
3 the purchase and assumption agreement. I have
4 "The Assuming Bank has submitted to the Receiver
5 \$1.888 billion for the Assets purchased and
6 Liabilities Assumed hereunder," right?

7 MR. YOO: Objection. Document speaks
8 for itself.

9 Q. I'm going to skip one page of the
10 exhibit and go to page 29 of this purchase and
11 assumption agreement. There are identification

Q. That's just another form of
indemnification?

MR. YOO: Document speaks for itself.

A. It's for legal conclusion.

Q. Do you understand that?

A. Yes.

Q. And limited guaranty of a corporation?

A. For sure, where is that?

Q. Because, it says the corporation
guarantees the receivers. By corporation, I

mean FDK.

A. Yes.

Q. That is the corporation, not Chase.

Okay. Next page. Subrogation clause.

Do you understand what they mean by receiver
subrogation, acting as a guarantor?

A. Yes.

MR. YOO: Objection. Document speaks
for itself. Calls for legal conclusion.

Q. And then the next page -- oh, there is a

Page 28

(Deposition Exhibit 3 marked.)

--0--

Q. Accounting for Certain Loans or Debts
Securities acquired in a transfer.

MR. YOO: Do you have a copy for me?

MR. KELLEY: Yes.

MR. YOO: If you could, just for ease of
this deposition, as you're introducing exhibits,

if you can provide me a copy, as well.

MR. KELLEY: I have been providing you
with copies.

MR. YOO: Thank you.

BY MR. KELLEY:

Q. So are you familiar with this statement?

A. I have not seen this statement.

Q. Okay. This governs the acquisition of
loans?

A. Okay.

Page 29

MR. YOO: Objection. Assumes facts not
in evidence.

Q. Okay. I left the first page on these
just to identify the document. Could you turn
to page 2. And it's showing the accounting for
a loan that has been purchased. Have you done
anything with this, or are you familiar with it?

MR. YOO: Objection. Vague and
ambiguous.

A. I don't understand.

C. Let's back up. Are you familiar with
the purchase method of accounting?

A. It's really outside of my accounting
scope, so I'm not familiar.

Q. Okay. All right. So I'm going to give
a little background here. The purchase method
of accounting is dictated by SASB 141, which is
the Federal Accounting Standards Board 141. It
lays out the acquisition, whether the interest or
loan itself is acquired, whether the interest or
loan itself is acquired, whether the interest or
loan itself is acquired. Do you
understand, each item has to be recognized. Do you
have a pool of loans? If you acquired a pool
of loans, you'd have to recognize each one
with clarity. And then once that's done, then

Schedule 1.2. It says -- lines -- highlighted
portion is lower, right? It says book value?

A. Yes.

MR. YOO: Document speaks for itself.

Q. And then on page 36 of the purchase and
assumption agreement, which is the last page of
the exhibit, it states that the mortgage
servicing rights would be at book value.
So we're done with that exhibit. Those
form the starting point here.

MR. KELLEY: This will be Exhibit 2.

--0--

(Deposition Exhibit 2 marked.)

--0--

Q. On Exhibit 2, this is a page -- page 109
from the JP Morgan Chase annual report to 2008.
And the term of business is purchased
credit-impaired loans. And they're selling the
purchased credit-impaired loans at \$1.2 billion.

MR. YOO: Objection. Document -- lacks
foundation as to the document.
Q. The document is the JP Morgan Chase &
Company 2008 annual report.

DEPOSITION OF CRYSTAL DAVIS

JAMES HANCOCK KELLEY V.
PRINCIPAL CREDIT BANK

Page 31

Do you have an Exhibit 4 for me?

THE WITNESS: This is all part of Exhibit 3. This is a portion.

MR. KELLEY: Oh, is that part of 3?

MR. YOO: I assume they're not part of 3, right?

MR. KELLEY: So you got one.

MR. YOO: This was attached as part of Exhibit 1. Did you mean to include that?

MR. KELLEY: Well, just wait a minute, will you? I've got to look at this stuff.

MR. YOO: Well, I wish you had come better prepared.

MR. KELLEY: Could you keep your personal remarks to yourself, Mr. Yoo.

MR. YOO: If you keep your personal remarks to yourself, maybe I'll do the same.

MR. KELLEY: I don't make personal remarks, Mr. Yoo; you do.

MR. YOO: Just let us know because I think when Ms. Davis has is the actual Exhibit 3. So if you believe it needs to be part of

Exhibit 3, then give it back to us.

MR. KELLEY: I understand all that, Yoo.

Page 32

1 don't have to explain. Okay. Let's forget about all that. It's not necessary. So this is not part of Exhibit 3.

2 MR. YOO: So that's going to be Exhibit 3.

3

4 MR. KELLEY: Yeah, could you--

5 MR. YOO: That is already Exhibit 3.

6 MR. KELLEY: Oh, you want to make that

7 Exhibit 3?

8 MR. YOO: She's already done that. Do

9 have a copy for me of this particular

Page 29

1 the loan could be aggregated into a pool of
2 loans, but it can't be done -- it can't be
3 aggregated into a pool of loans until the
4 accounting is done. And then once that's done,
5 then the SOP governs the rest of it, the actual
6 accounting for the stuff.

7 In this case, they're using a single
8 loan, but that could be a pool of loans. And
9 what they're saying here, if you look at this
10 page, is the purchase amount has to be
11 determined, and they start it as the beginning
12 carrying amount. So this loan was purchased at
13 under price. So \$4 million was paid for. And
14 then they calculate what they think the future
15 cash flows are going to be and create a basis
16 for that.

17 MR. YOO: Objection. Assumes facts not
18 in evidence.

19 Q. All right. So anyway -- so this page 2
20 gives the actual accounting -- SOP accounting
21 for a single loan, but it would also apply to a
22 pool of loans.

23 MR. YOO: Objection. The document
24 speaks for itself.

Page 30

1 Q. Okay. So let's go to page 3. And on
2 page 3, if you go to B33, it reiterates what I
3 just kind of paraphrased earlier, and that was
4 loans subject to this SOP are acquired
5 individually and in pools, and aren't kept
6 transactions should be recorded at their
7 acquisition price as assumed to be fair value.

8 MR. YOO: The document speaks for
9 itself.

DEPOSITION OF CRYSTAL DAVIS

JAMES MADISON KELLEY V.
PETER HAN CHASE BANK

Page 30

(Deposition Exhibit 7 marked.)

MR. KELLEY: I've highlighted the areas of interest. This has to do with mortgage repurchase liability. And if you take a look at the highlighted footnotes, it shows the type of payments and other issues surrounding the repurchase of loans. So the purpose of this exhibit is to highlight that the acquisition of the loans by Chase was not necessarily through the purchase -- through the receiver, but through the liabilities acquired by Chase when it purchased certain assets and certain liabilities. So the loans could be acquired through the liabilities and not be transferred as assets. So that's the purpose of this exhibit.

MR. KELLEY: For the record, Exhibit 7 appears to be a portion of some type of a filing. It's identified by the date number on top: May 15, 2014, Corp 10K, 2013, and this appears to be page 79 of that document. If it is what it is, again, as to Mr. Kelley's statement, assumes facts not in evidence, I don't

Page 30

MR. KELLEY: I don't highlight that a page at the bottom of the page. It indicates where this is from, it's JP Morgan Chase & Company 2013 annual report. Why don't we take a five-minute break.

MR. YOO: Okay.

(Recess)

BY MR. KELLEY:

Q. Do you understand the difference between the value of the loans and the value of the

Page 31

transaction date including adjustment for credit impairment. So the credit impairment adjustment they're referring to is SOP-3.

MR. YOO: Okay. Lacks foundation.

Objection document speaks for itself.

Objection, also, assumes facts not in evidence.

(Deposition Exhibit 5 marked.)

Q. Exhibit 5 is obtained from the Senate Permanent Subcommittee and Investigations.

That's the Senate Subcommittee and

Investigation. And it is an OTS that sheet on

Washington Mutual that issued on September 25th

of 2008, which was a bank close date.

MR. YOO: Objection. Document speaks

for itself. Lacks foundation.

Q. Okay. We may refer back to this. So I

don't have any questions for you.

-6-

(Deposition Exhibit 6 marked.)

MR. KELLEY: Did I give you two pages or

one?

Page 31

MR. YOO: Two pages.

MR. KELLEY: Yeah, this is a separate

one.

MR. YOO: Exhibit 6 appears to be a

document that indicates Washington Mutual, Inc.

and Subsidiaries, Notes to Consolidated

Financial Statements (Unaudited).

MR. KELLEY: Yeah, excuse me. They do go

together. Sorry. They actually do go together.

DEPOSITION OF CRISTAL DAVIS

Page 38

Q. Okay, before we move on going through some of these things, I wanted to ask you a few questions. There was a -- I think Mr. Smith in his deposition referred to a MSP conversion. Are you familiar with that?

A. Yes.

Q. Could you explain to me exactly what was going on with the so-called conversion?

MRS. YOO: Objection. Vague and ambiguous.

If you understood his question, go ahead and respond.

A. So I think you're speaking about the conversion of the MSP servicing system. So when we acquired -- when Chase acquired the WAMU bank, they were on an MSP servicing system and Chase was also on an MSP servicing system, so it was really just merging those two systems into one, into our servicing system.

Q. Did you participate in that?

A. Just related to corporate advances.

Q. So they asked you to check things over, make sure they were coming out --

A. Yes.

Page 37

two things, one is whatever was on the books on September 25, 2008 -- year '8, and then whatever was on the books on that date.

Q. So they could, I guess, appreciate the property or they could -- it's a security of something, they could see what it trades for.

MRS. YOO: Sure said she doesn't know.

Q. So you're not familiar with the actual value calculation?

A. I do not.

Q. You're not Okay. So your activities are pretty much loan level activities?

A. Yes.

Q. And then somebody else would aggregate?

A. Yes.

Q. Are you familiar with the FRIC, the Federal Financial Institutions Examinations

Board, guidelines?

A. Yes, I've heard that term, but I'm not familiar.

Q. So you haven't -- maybe we should just define it. It shows up in the comments field.

A. Okay.

MRS. YOO: Do you have a copy for me?

MRS. KELLEY: Actually, no. We're going to have to get that. It's defined in the FRIC.

MRS. YOO: Objection. Document speaks for itself. Assumes facts not in evidence.

Q. Okay. The document is relevant to the context. It's part of the 715 transactions. Always, it's part of that.

Does that make sense? Read it over. It's

DEPOSITION OF CRYSTAL DAVIS

JAMES MADISON KENDLEY

JPMORGAN CHASE & CO.

Page 41

1 You had the converted system?

2 A. Yes.

3 Q. But only when it was finished, right?

4 A. Yes.

5 --Q--
6 (Deposition Exhibit 2 marked.)

7 --Q--
8 MR. YOO: For the record, Exhibit 2 is
9 documents identified by Bates stamp numbers

10 917607.

11 MR. BELLEVY: That's right.

12 Q. So I've highlighted 917607. What's

13 917607?

14 A. It is corporate advance pay.

15 Q. And what else were advance payee?

16 A. I don't think so, to the T of the

17 917607 indicates that it's a third-party payee.

18 Q. Okay.

19 A. And it's used to house private investor

20 claimants. So when Chase makes a claim in the

21 foreclosure and they pay for claim, funds would be

22 applied to that payee.

23 Q. Okay. So they sent them a bill?

24 A. Yeah.

Page 42

1 Q. Yeah, they're hybrid. Okay. Thanks.

2 You're the first person who's known what that

3 is. I was in -- just to -- in fact, I was in

4 court and a judge said -- he was looking at a

5 foreign shot, not from Chase, but from Bank of

6 New York, and he said, I never had anyone that

7 could explain a screen shot before in court. So

8 congratulations.

9 Do you happen to recall what the numbers

10 would be for Fannie Mae, Freddie Mac?

11 MR. YOO: Objection. Completely

12 irrelevant to the subject matter of this

13 lawsuit. Not likely to lead to discoverable

14 evidence.

15 Q. Do you know?

16 A. Generally, Freddie Mac are in a 5

17 series, a 500 series, would be 5 whatever.

18 Q. 5 whatever?

19 A. Yeah, and then Fannie is in a 4 series

20 and Ginnie Mae are in, I believe, 7 and 6

21 series.

22 Q. Okay, you ever seen a 1 or 2?

23 A. Not that I can recall.

24 Q. Okay. How about a 3?

Page 43

1 A. No, I don't recall.

2 Q. How high do the numbers go?

3 A. I'm not sure for any numbers, and as

4 they can go all the way up to like the 900

5 series.

6 Q. So basically three digits?

7 A. Yes. Three characters.

8 Q. Okay. One other thing, this has come up

9 sufficient evidence and people don't seem to know

10 it. If I'm like an investor ID like 901/0006,

11 what's the 9006? Is that part of the investor

Page 44

1 Q. Today pay. Okay. Now, if you look to

2 the right of that, it seems that the claim --

3 the investor IDs begin with an A through V, is

4 that correct?

5 A. In the current MSP platform, yes.

6 indicates private investor loans.

7 Q. And that would be X, Y, Z, indicate?

8 A. That would indicate bank-owned assets.

9 Q. Okay. So W, X, Y, Z. Have you ever

DEPOSITION OF CRYSTAL DAVIS

JAMES MADISON KELLEY &
JIMMORAN CHASE BANK

1 reside on the balance sheet, and typically a cat
2 13 indicates an arm loan.
3 Q. Okay. So the balance sheet are
4 segregated by loan type?
5 A. Correct.
6 Q. Okay. And if you look down there a
7 little bit further, it says EXHIBIT-1M.
8 A. Okay.
9 Q. Have you run across the pledged loans in
10 your dealing?
11 A. No, I have not.
12 Q. You mentioned it's more of an investor
13 thing.
14 Let's go to the next page. There's some
15 payee numbers listed at the bottom. Are you
16 familiar with that 95821.
17 A. Somewhat, yes.
18 Q. Okay. Would you explain? I guess I was
19 third party. I don't know what it is.
20 A. So it would indicate that it's a
21 recovered balance, meaning recoverable to the
22 payee.
23 Q. Okay.
24 A. I am sorry that 95821 was a payee used
Page 47

1 Pre-Check. Chase no longer uses this payee. It
2 would have been converted over.
3 Q. I think that's the Washington Mutual
4 payee code.
5 A. That's correct. Yes.
6 Q. What code would they use now?
7 A. I can't know for this specific payee.
8 Q. Okay. Do you have any idea what in IV
9 is that?
10 A. That's a user ID, but it's used
11 by the system, so it's not relevant.
12 Q. Does this refer to a specific person, or
13 just a group that does this function?
14 A. Specifically, it's referring to a
15 group, but users can be specific to a person.
16 Q. Okay. Could he - they could be specific,
17 or could it be a small group of people using
18 this code to identify that group?
19 A. Yes.
20 Q. Can he okay. You help.
21 And that would be the AR over here at the
22 bottom. It has a number.
23 A. I usually look there.
24 Q. I think it's the same one.
Page 48

1 Q. Okay. Are you familiar with the IPS
2 desktop system? You may not be.
3 A. I think it's probably with MSP, I
4 don't know. Okay, the those interconnectivity,
5 but specifically I've never logged into an IPS
6 desktop.
7 Q. It's usually external, I think, to
8 Chase, but it's done between - out in the IPS
9 third party providers for the banks.
10 That's correct. Injection. Assumes facts not
11 in evidence. Lacks foundation.
12 WIRE KELLEY: Why don't we take a little
13 break, because I need to get a couple copies
14 made.
15 (Deposition Exhibit 10 marked)
16 WIRE KELLEY: Can you share that
17 with me? I have no choice.
18 MR. KELLEY: It turns out you do have a
19 choice. I do have a copy of it.
20 WIRE KELLEY: Exhibit 10 is
21 a three-page document identified as IPS
22 and 47.
Page 49

1 BY MR. KELLEY:
2 Q. You might want to look that over a
3 little bit. Two kind of highlighted some of
4 the areas of interest, but there may be more.
5 Have you seen this type of report
6 before?
7 A. I have not.
8 Q. Okay. It appears that this is - some
9 sort of, like, summary report, right?
10 WIRE KELLEY: Lacks foundation.
11 Assumes facts not in evidence.
12 So ahead and respond, if you can. If
13 you know what it is.
14 A. I've not seen it before, but I've seen
15 that in other reports.
16 Q. Okay. But you look at the top you
17 see the history, right? It says INY 801 Oct 13,
18 and that the status has been. That's the loan
19 number. The report that that is the loan
20 number. And then it has a code there. Do you
21 know what that code means, 713, for
22 example, Oct 13, 713.
23 A. I think that's the date.
24 Q. I think it's the date.
Page 50

JAMES MADISON KELLEY v.
JPMORGAN CHASE BANK

DEPOSITION OF CRYSTAL DAVIS

Page 48

1 that. Davis on the third page they have a list
2 of things that look like kind of definitions.

3 A. Okay.

4 Q. And have you ever seen stuff like this?

5 These are kind of like codes. Do you use these
6 now, or did you ever use them?

7 A. None of these codes look familiar.

8 They're probably specific to this system, and
9 that's not one that I use.

10 Q. Okay. All right.

11
12 (Deposition Exhibit 11 marked.)

13
14 Lf. YCO: Exhibit 11 is identified by
15 JPM Chase along number 002035.

16 Q. It says four master screen, and then
17 we have at the top -- if you go down there's
18 headers along down. Either it says client 156,
19 What is client 156?

20 A. Client 156 is just an platform where
21 Heritage Washington funds are located on MSP. So MSP
22 has two platforms, one being 455, which is the
23 Heritage Chase, and the other platform or client
24 is 156, which is Heritage WAMU.

Page 51

1 before conversion, WAMU had its own MSP, they
2 had platforms. So like Chase today has client
3 465 and 156, they had their own separate
4 platforms or clients on MSP. That's just
5 referring to one of those.

6 Q. So is 908 a Washington Mutual Bank
7 number, or is it a Chase number?

8 Yes. YCO: exited and answered.

9 Q. I didn't understand.

10 A. It's WAMU.

11 Q. And then it says pre-9-1-09. Does that
12 sound like a conversion date?

13 A. Pre-conversion.

14 Q. And then after that they use something
15 like which they can't indicate here on this
16 screen, I guess. Let's go down to the bottom
17 because they're in reverse order date-wise.

18 When you're seeing what is a date 8-7-07. Could

19 you explain that? The captions are at the top
20 different and they don't then we have two date
21 and then one paid. Could you explain to me the
22 8070, early termination date?

23 It appears that's a transaction that
24 happened prior to a conversion, so that happened

Page 52

1 In the WAMU's existing system. I can explain it
2 as far as how Chase would currently -- what
3 those numbers represent in Chase today, but I
4 don't know what they were doing here.

5 Typically, when you see these transfers and they
6 just say "Washington investment," it could be that
7 they would just mean it's a different investment
8 they had before as well as a different investment
9 capital. It might be that that GI account
10 Q. You spoke earlier that apparently --

Page 53

1 Q. And what does it amount?

2 A. It just means that those loans on client
3 156 were of your old WAMU.

4 Q. So it doesn't indicate how they were
5 acquired?

6 A. No.

7 Q. And they would have been acquired as a
8 liability represented by -- they're just

9 Washington Mutual funds or Washington
10 Mutual Bank's funds?

JAMES MADISON KELLEY V.
JPMORGAN CHASE BANK

DEPOSITION OF CRYSTAL DAVIS

Page 57

1 these are paid out through an invoice system.
2 So the vendor submits an invoice, the invoice is
3 paid through another system and is booked into
4 NSF. What the bank does is to reconcile the
5 activity within the payee to ensure if the payee
6 is for inspections that we're only getting
7 inspection transactions to that payee.
8 Q. So every 745 transaction will have,
9 what an invoice?
10 A. Not a 745. So a 745 is a non-monetary
11 transaction, it's an adjusting entry. It could
12 just be as simple as it from one payee to another.
13 Invoices are booked with a 601 series
14 transaction code.
15 Q. I'm confused as to something on that. So
16 how would you know to move to a different payee
17 code?
18 A. Well, you could say transaction with reason
19 codes that do not exist in that payee. So if a
20 payee is a 601 series and inspection payee, we
21 should only see things that reason codes. So if
22 we see a 601 series code that was not
23 inspection-related, we would know that it didn't
24 belong.

Page 58

1 Q. So for every 745 that there going to be a
2 601 or 602?
3 A. No, a 745 is going to be offset with
4 another 745. So in order to do a 745
5 transaction, there has to be a debit and a
6 credit, but there's no invoice. So it's moving
7 things back and forth on our books. There's no cash
8 received and we're not paying each other.
9 Q. As an example, if an appraisal was
10 ordered by Chase by an outside firm, then that
11 firm would send us an invoice, it would be
12 recorded as 601?
13 A. Not necessarily.
14 Q. And there could also possibly be a 745
15 entry?
16 A. Yes, if it's a 601 series.
17 Q. And if the funds needed to be moved
18 into a different account
19 then, is that what I want to take a
20 five-minute break.
21 (Pause)
22 (Pause)
23 (Pause)

Page 59

1 --0--
2 MR. YOO: Exhibit 13 appears to be --
3 MR. KELLEY: This is a summary.
4 MR. YOO: That's something that you
5 generated, right, Mr. Kelley?
6 MR. KELLEY: Right.
7 MR. YOO: Summary of 745 transactions is
8 the title of the document.
9 MR. KELLEY: Yes. And it's a summary of
10 the Chase discovery referencing the Chase Data
11 number in the first column. So that would be
12 the go-to page. And it has a user column, a
13 date, it's got the payee codes, and the comments
14 field is extracted from those documents.
15 MR. YOO: Again, this document was
16 generated by Mr. Kelley? This is not a Chase
17 document?
18 MR. KELLEY: No, it's not.
19 BY MR. KELLEY:
20 Q. Take a look at that for a minute.
21 A. Okay.
22 Q. I guess starting at the top, the 10 and
23 14, do you know what that is?
24 A. Yes.

Page 60

1 Q. That's 10
2 A. So the 10 and 14 is a contra payee.
3 Q. Is that a real payee?
4 A. By payee, I mean that it's a number
5 assigned to a GL.
6 Q. General ledger?
7 A. Yes.
8 Q. So it doesn't have any further
9 identification?
10 A. Well, other than it would just indicate a
11 general ledger account that this activity would
12 be related to.
13 Q. Okay. So it's headed that way?
14 A. Yes.
15 Q. All right. And when it gets over there,
16 then somebody else does something with it,
17 right?
18 A. Yes.
19 Q. So it's a partitioning of the accounting
20 framework, is that it?
21 A. Yes.
22 Q. And that 16 and 17?
23 A. That is the -- it's a credit loss, GL.
24 Q. What is a credit loss?

JAMES MADHEEN KELLEY v.
JPMORGAN CHASE BANK

DEPOSITION OF CRYSTAL DAVIS

Page 61

1 A. It's just where we record potential
2 losses on our books.
3 Q. So if it's minus, is that a loss?
4 A. None of these will specifically be
5 losses, they're just kind of paper accounting,
6 where we're saying a credit is typically a -
7 For sorry, a minus would indicate a profit, and
8 something that was just a positive number would
9 be a debit.
10 Q. So the bottom there's a 435 number as
11 positive?
12 A. Uh-huh.
13 Q. There's a debit?
14 A. On the right, yes.
15 Q. So is that - so which one is the right
16 one?
17 MR. YOG: Object.
18 A. All of these appear to be.
19 Q. Well, they're plus and minus.
20 A. Some of them are just changing the
21 reason code, so if you look over to the right,
22 that 435 transaction -
23 MR. YOG: Let the record reflect that
24 the witness is pointing to numbers 9 and 10.

Page 62

1 LTCO.
2 A. So that - they're actually just
3 changing a reason code there from LTCO to CMVC.
4 During conversion WAMU had their own reason code
5 system. Chase has our reason code system. So
6 they're just doing an entry to change the reason
7 code in how it's recorded.
8 Q. So the LTCO stands for what?
9 A. That was a WAMU reason code showing
10 their conversion balance.
11 Q. Why are there - if you notice, there
12 are three sets of entries under 9-24-2009.
13 That's only one loan. Why are there three sets
14 of entries?
15 A. Again, that goes back to if they were
16 doing an entry, they're just flipping the reason
17 code. So it's not truly a write-down. It's
18 adjusting that reason code. In order to do that
19 they have to reverse what was done on the other
20 reason code and then do an entry for the new
21 reason code.
22 Q. And the reason code is LTCO?
23 A. Well, that was the old reason code, so

Page 63

1 Q. What's CMVC mean?
2 A. That's a contra conversion balance.
3 Q. Does this relate to the fair value of
4 the loan?
5 A. It does.
6 Q. You're not familiar with fair value
7 calculations. I think we asked that one.
8 MR. YOG: Asked and answered.
9 Q. Some other group does that, is that
10 correct?
11 A. That's correct.
12 MR. YOG: Asked and answered.
13 Q. Do you know what group does it? Do they
14 have a name?
15 A. I don't know.
16 Q. There's over 150,000 employees.
17 A. Right.
18 Q. So the CAMV on the line 7, what's that
19 refer to?
20 A. CAMV refers to a contra anniversary.
21 Q. So sounds like a drug deal, contra. So
22 what's that all about? Why do they have to do
23 this on anniversary dates?
24 A. Because a loan can depreciate over time.

Page 64

1 So they have to keep their value, their fair
2 value analysis current. So they make these
3 adjusting entries.
4 Q. But a loan might not depreciate over
5 time, it might appreciate, right?
6 MR. YOG: Objection.
7 Q. Is that correct?
8 A. That's correct.
9 Q. So what do you do in that circumstance?
10 A. They could do a write-up on the loan.
11 Q. Okay. All right. So what are these?
12 Are these write-ups or write-downs?
13 A. Which one?
14 Q. I'm talking about the CAMV on 6 and 7.
15 A. Those would be write-downs.
16 Q. So these guys are write-downs.
17 A. Uh-huh.
18 Q. Okay. And then if we go to lines 3 and
19 4, it says CAMV?
20 A. Again, that's anniversary contra.
21 Q. So they're adjusting their annually, is
22 that what that means?
23 A. They could be, yes.
24 Q. Because these are 9-25 and the other

1 this -- I know this by heart anyway.
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000
1001
1002
1003
1004
1005
1006
1007
1008
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1050
1051
1052
1053
1054
1055
1056
1057
1058
1059
1060
1061
1062
1063
1064
1065
1066
1067
1068
1069
1070
1071
1072
1073
1074
1075
1076
1077
1078
1079
1080
1081
1082
1083
1084
1085
1086
1087
1088
1089
1090
1091
1092
1093
1094
1095
1096
1097
1098
1099
1100
1101
1102
1103
1104
1105
1106
1107
1108
1109
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1140
1141
1142
1143
1144
1145
1146
1147
1148
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188
1189
1190
1191
1192
1193
1194
1195
1196
1197
1198
1199
1200
1201
1202
1203
1204
1205
1206
1207
1208
1209
1210
1211
1212
1213
1214
1215
1216
1217
1218
1219
1220
1221
1222
1223
1224
1225
1226
1227
1228
1229
1230
1231
1232
1233
1234
1235
1236
1237
1238
1239
1240
1241
1242
1243
1244
1245
1246
1247
1248
1249
1250
1251
1252
1253
1254
1255
1256
1257
1258
1259
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1300
1301
1302
1303
1304
1305
1306
1307
1308
1309
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1320
1321
1322
1323
1324
1325
1326
1327
1328
1329
1330
1331
1332
1333
1334
1335
1336
1337
1338
1339
1340
1341
1342
1343
1344
1345
1346
1347
1348
1349
1350
1351
1352
1353
1354
1355
1356
1357
1358
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1370
1371
1372
1373
1374
1375
1376
1377
1378
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398
1399
1400
1401
1402
1403
1404
1405
1406
1407
1408
1409
1410
1411
1412
1413
1414
1415
1416
1417
1418
1419
1420
1421
1422
1423
1424
1425
1426
1427
1428
1429
1430
1431
1432
1433
1434
1435
1436
1437
1438
1439
1440
1441
1442
1443
1444
1445
1446
1447
1448
1449
1450
1451
1452
1453
1454
1455
1456
1457
1458
1459
1460
1461
1462
1463
1464
1465
1466
1467
1468
1469
1470
1471
1472
1473
1474
1475
1476
1477
1478
1479
1480
1481
1482
1483
1484
1485
1486
1487
1488
1489
1490
1491
1492
1493
1494
1495
1496
1497
1498
1499
1500
1501
1502
1503
1504
1505
1506
1507
1508
1509
1510
1511
1512
1513
1514
1515
1516
1517
1518
1519
1520
1521
1522
1523
1524
1525
1526
1527
1528
1529
1530
1531
1532
1533
1534
1535
1536
1537
1538
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1550
1551
1552
1553
1554
1555
1556
1557
1558
1559
1560
1561
1562
1563
1564
1565
1566
1567
1568
1569
1570
1571
1572
1573
1574
1575
1576
1577
1578
1579
1580
1581
1582
1583
1584
1585
1586
1587
1588
1589
1590
1591
1592
1593
1594
1595
1596
1597
1598
1599
1600
1601
1602
1603
1604
1605
1606
1607
1608
1609
1610
1611
1612
1613
1614
1615
1616
1617
1618
1619
1620
1621
1622
1623
1624
1625
1626
1627
1628
1629
1630
1631
1632
1633
1634
1635
1636
1637
1638
1639
1640
1641
1642
1643
1644
1645
1646
1647
1648
1649
1650
1651
1652
1653
1654
1655
1656
1657
1658
1659
1660
1661
1662
1663
1664
1665
1666
1667
1668
1669
1670
1671
1672
1673
1674
1675
1676
1677
1678
1679
1680
1681
1682
1683
1684
1685
1686
1687
1688
1689
1690
1691
1692
1693
1694
1695
1696
1697
1698
1699
1700
1701
1702
1703
1704
1705
1706
1707
1708
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1720
1721
1722
1723
1724
1725
1726
1727
1728
1729
1730
1731
1732
1733
1734
1735
1736
1737
1738
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1750
1751
1752
1753
1754
1755
1756
1757
1758
1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1770
1771
1772
1773
1774
1775
1776
1777
1778
1779
1780
1781
1782
1783
1784
1785
1786
1787
1788
1789
1790
1791
1792
1793
1794
1795
1796
1797
1798
1799
1800
1801
1802
1803
1804
1805
1806
1807
1808
1809
1810
1811
1812
1813
1814
1815
1816
1817
1818
1819
1820
1821
1822
1823
1824
1825
1826
1827
1828
1829
1830
1831
1832
1833
1834
1835
1836
1837
1838
1839
1840
1841
1842
1843
1844
1845
1846
1847
1848
1849
1850
1851
1852
1853
1854
1855
1856
1857
1858
1859
1860
1861
1862
1863
1864
1865
1866
1867
1868
1869
1870
1871
1872
1873
1874
1875
1876
1877
1878
1879
1880
1881
1882
1883
1884
1885
1886
1887
1888
1889
1890
1891
1892
1893
1894
1895
1896
1897
1898
1899
1900
1901
1902
1903
1904
1905
1906
1907
1908
1909
1910
1911
1912
1913
1914
1915
1916
1917
1918
1919
1920
1921
1922
1923
1924
1925
1926
1927
1928
1929
1930
1931
1932
1933
1934
1935
1936
1937
1938
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1960
1961
1962
1963
1964
1965
1966
1967
1968
1969
1970
1971
1972
1973
1974
1975
1976
1977
1978
1979
1980
1981
1982
1983
1984
1985
1986
1987
1988
1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052
2053
2054
2055
2056
2057
2058
2059
2060
2061
2062
2063
2064
2065
2066
2067
2068
2069
2070
2071
2072
2073
2074
2075
2076
2077
2078
2079
2080
2081
2082
2083
2084
2085
2086
2087
2088
2089
2090
2091
2092
2093
2094
2095
2096
2097
2098
2099
2100
2101
2102
2103
2104
2105
2106
2107
2108
2109
2110
2111
2112
2113
2114
2115
2116
2117
2118
2119
2120
2121
2122
2123
2124
2125
2126
2127
2128
2129
2130
2131
2132
2133
2134
2135
2136
2137
2138
2139
2140
2141
2142
2143
2144
2145
2146
2147
2148
2149
2150
2151
2152
2153
2154
2155
2156
2157
2158
2159
2160
2161
2162
2163
2164
2165
2166
2167
2168
2169
2170
2171
2172
2173
2174
2175
2176
2177
2178
2179
2180
2181
2182
2183
2184
2185
2186
2187
2188
2189
2190
2191
2192
2193
2194
2195
2196
2197
2198
2199
2200
2201
2202
2203
2204
2205
2206
2207
2208

JAMES MADISON KELLEY v.
JPMORGAN CHASE BANK

DEPOSITION OF CRYSTAL DAVIS

Page 65

1 Washington Mutual.
2 MR. KELLEY: That's correct. It was
3 created by the --
4 MR. YOO: Counsel --
5 MR. KELLEY: -- counsel for the
6 receiver.
7 MR. YOO: FDIC?
8 MR. KELLEY: Right.
9 BY MR. KELLEY:
10 Q. And I was wondering if you saw any
11 reference to this loss amount in there.
12 Incidentally, if there was a loss, how would
13 that be reported? Would that be reported
14 through your group in any way?
15 A. No, my group doesn't directly handle
16 losses.
17 Q. So if a -- if a loss occurred based on
18 they bought the loan for a million and they sold
19 it for half a million, they take a -- record a
20 half-a-million-dollar loss, you wouldn't see any
21 of that in your group?
22 A. Not my team directly, no.
23 Q. You might get some sort of thing --
24 order to move things around or whatever. Okay.

Page 70

1 Okay. That's it on that one.
2 We see in the documents -- I'm just
3 going to ask you some questions -- that the
4 investor number or IDX99 appears on the loan
5 transfer screen. Actually, X02 appears on the
6 loan transfer screen. And my question to you
7 is: How many -- and it refers to a pool, I
8 think, investor pool.
9 MR. YOO: Objection. Lacks foundation,
10 assumes facts not in evidence.
11 Q. How many numbers -- Xs are there? Have
12 you seen an X61 and X7 or 137?
13 A. Yes, there are multiple.
14 Q. There's lots of them?
15 A. Uh-huh.
16 Q. And is there -- what are these
17 categories?
18 A. The investor -- it can represent
19 different kinds of things, but all Xs are Chase
20 owned, or they're bank-owned loans.
21 Q. And they're consistent with that code
22 that we discussed earlier?
23 A. Yes.

Page 71

1 of them or 20 of them?
2 A. No, there's --
3 Q. 99?
4 A. It can go the whole spectrum.
5 Q. So it could be X99 -- there could be 99
6 different Xs?
7 A. That's correct.
8 Q. And you work with how many of those?
9 A. It would be all of them.
10 Q. Sooner or later, right?
11 A. Yeah.
12 Q. Thank you. You answered a question that
13 Mr. Smith couldn't answer. He didn't know who
14 client 908 was.
15 A. Good.
16 Q. I'm going to ask you this: I've never
17 seen any document production relating to the
18 HELOC that's in this case. Do you also handle
19 HELOCs?
20 A. If they're outside of the MSP servicing
21 system, I would not.
22 Q. So they could be outside the MSP
23 servicing system?
24 A. There are other systems that service

Page 72

1 HELOC loans, yes.
2 Q. Could you explain what other systems
3 might be?
4 A. I believe they're VLS for Forensic,
5 F-O-R-T-R-A-C-S.
6 Q. Anything else?
7 A. Just VLS. So those are the systems that
8 are outside MSP. Not knowing specifically what
9 this loan -- if it would be on MSP or those
10 other systems.
11 Q. I was just curious as to why they would
12 account -- wouldn't MSP be able to handle a
13 HELOC, or is this just a legacy thing?
14 A. No, there are issues with that servicing
15 system that they can't do everything that's
16 required, so they use another servicing system.
17 I don't know what those things are.
18 Q. So they need to use another servicing
19 system?
20 A. Yes.
21 Q. Okay. You also answered a question
22 Mr. Smith couldn't answer with the A through H.
23 Okay. What does Q1 refer to? It says

DEPOSITION OF CRISTAL BOWIS

JAMES MATHISON KELLEY v.
JPMORGAN CHASE BANK

Page 73

1 A. That refers to credit impaired.
2 Q. Oh, okay. So that's the stuff we were
3 talking about earlier, credit-impaired loans?
4 A. Yes.
5 Q. They call them PCI loans for the annual
6 statement?
7 A. Yes.
8 Q. So some of the loans that were acquired
9 apparently weren't credit-impaired. It's not
10 clear from the annual report whether they were
11 included -- you know, they mixed them altogether
12 or what, but I think they didn't.
13 Did Mr. Smith ask you at all about the
14 separate adverse adjustments, the contra
15 accounts? Do you recall him asking?
16 MR. YOC: Objection. Vague and
17 ambiguous.
18 If you understand his question, you can
19 respond.

20 A. I don't specifically recall him asking
21 anything about that, what those reserve contra means
22 as a liability, well then I explained the contra.
23 Q. So he didn't ask in more detail.
24 I think I asked you earlier, you don't

Page 73

1 and I found they had a \$570,000 loan and he had
2 \$700,000 in his 745 transactions, and they
3 wasn't listed as contra, they were just --
4 A. It's possible, because that could
5 compound over time.
6 Q. Well, that would be a lot of
7 compounding. Okay. So if they had a situation
8 where a harmonic came in and blew down the
9 garage and there were no insurance, would that be
10 handled as a 745 adjustment?
11 MR. YOC: Objection. Improper
12 hypothetical. Irrelevant to the subject matter
13 of the lawsuit and not likely to lead to the
14 discovery of admissible evidence.
15 A. I don't know how that would work and how
16 it would be recorded.
17 Q. I'm just looking at these large amounts
18 of money blowing back and forth. Okay. Let's
19 see what else we have left.
20 Do you ever work -- you don't work
21 directly with any of the subsidiaries of Citicorp,
22 do you?
23 A. No.
24 Q. You're just totally internal?

Page 74

1 A. Internal.
2 Q. So you've never provided anything for
3 Washington Mutual Securities Corporation?
4 A. No.
5 Q. Washington Mutual asked?
6 A. No.
7 Q. Do you ever use LIBOR?
8 A. No. I've never heard of it.
9 Q. You don't need it?
10 A. I don't.
11 Q. That's another subject program.

Page 74

1 deal with Washington Mutual, PCI loans?
2 MR. YOC: Asked and answered.

3 A. That's irrelevant.
4 Q. Yeah, probably not.
5 On these 745 transactions, they indicate
6 the direction of the flow of money, whether it's
7 virtual or real, right?
8 A. (Nods)
9 Q. It could go A to B or B to A, right?
10 A. Yes.

JAMES MADISON KILLEY v.
JONATHAN L. DAVIS

DEPOSITION OF CRISTIAN DAVIS

Page 77

Page 78

1 procedures under GAAP.

2 Q. So you're not familiar with the GAAP?

3 A. With that portion of the GAAP.

4 Q. Okay. What portions of the GAAP are you
5 familiar with?

6 A. Anything that would be related to
7 corporate statements, accounting, accounts
8 receivable, those type of policies.

9 Q. I should have let you read that. Okay.
10 So if I understood you correctly, you
11 actually don't work with FHLB's?

12 A. Correct.

13 Q. You haven't work with NYK either?

14 Probably don't need to?

15 A. No.

16 Q. Do you know about it?

17 A. (Sicks)

18 Q. Have you ever looked at it?

19 A. Yes.

20 Q. Okay. Are the loan documents displayed
21 in color?

22 A. I don't recall.

23 Q. You didn't get that one. He said they are.
24 So...

Page 78

1 I might ask you, is there -- do you have
2 an internal documents guidelines and procedures,
3 business practices for what you do, or do you
4 just work off of the accounting standards?

5 MR. VITO: Objection. Vague and
6 ambiguous as phrased.

7 A. I'm not sure what you're asking them.

8 Q. Do you have a book that they give you of
9 procedures, how to what you need to do, you can
10 refer to that book?

1 Q. Great. So the FFIEC, of course, appears
2 to be referring to that entity. Apparently,
3 this is rather huge. I mean, an institution
4 nobody's ever heard of. My understanding is it
5 says between the Federal Reserve, the OCC, the
6 FDIC, and the treasury department. So this
7 write-up refers to a report required by the
8 FFIEC. They do have a reporting mechanism. So
9 would you be writing -- is that a write-up or
10 write-down there?

11 A. Based on the language, it looks as if
12 it's a write-up.

13 Q. So it's a write-up going to -- reporting
14 a write-up to the FFIEC. I guess the question
15 is, since they require foreign reporting, what
16 that has to do with anything. So another
17 mystery.

18 A. Yeah.

19 Q. Okay. Is there any group at Chase that
20 handles these FFIEC write-up or write-downs or
21 whatever?

22 A. It would be the same group that does the
23 write-downs, but I don't know who specifically
24 that group is.

Page 200

1 Q. So the C150, you said it was 150 days?

2 A. Uh-huh.

3 Q. That's an odd number of days. Do you
4 know any more about that sort of thing?

5 A. I don't.

6 Q. Have you ever seen C160 or --

7 A. I believe there's a C160.

8 Q. That would be then annual or something,
9 right?

10 So you have a C160, C160?

11 I think it's just those two

JAMES MADISON KELLEY v.
JPMORGAN CHASE BANK

DEPOSITION OF CRYSTAL DAVIS

Page 81

1 MR. KELLEY: Okay. And now you're
2 representing that you're going to look into it?
3 MR. YOO: I'm going to look into it.
4 But that's all I'm representing to you.
5 MR. KELLEY: Okay. And that refers to
6 Chase Bank number document JPM002000.
7 While we're on the record with this
8 stuff, I want to make sure that no documents
9 were produced today. Documents were requested
10 at the deposition. They were not produced.
11 MR. YOO: Ma. Davis is appearing in her
12 individual capacity as an employee to. She's not a
13 custodial record of Chase. She has no
14 obligation to produce any documents, especially
15 the documents that was requested. That's not in
16 her possession. She has no obligation to look
17 for them.
18 BY MR. KELLEY:
19 Q. I might ask you, have you ever run
20 across the initials FNPS in the comment fields
21 of some of those documents?
22 A. I don't recall that, no.
23 Q. You might not because it generally shows
24 up in LPS documents.

Page 82

1 In connection with the payee code 16 and
2 14, the comment field they have CI. What does
3 that indicate?
4 MR. YOO: Asked and answered.
5 A. Credit impaired.
6 Q. Oh, okay. Got it.
7 MR. YOO: Do you need time to gather
8 your thoughts? It seems like it's not conducive
9 to wait five minutes for you to ask one
10 question.
11 MR. KELLEY: He's patient.
12 MR. YOO: That's not how a deposition
13 should be taken.
14 MR. KELLEY: Well, that's your opinion.
15 MR. YOO: Let the record reflect that
16 Mr. Kelley's browsing through the deposition of
17 Mr. Smith to generate a question, and, in fact,
18 we've been here waiting five, six minutes for
19 each question to be asked.
20 MR. KELLEY: That's not true.
21 MR. YOO: I've been counting the time.
22 In fact, one question was posed to me, and in
23 seven minutes only one question has been asked
24 to the deponent.

Page 83

1 MR. KELLEY: The purpose of the
2 deposition is to determine the facts in the
3 case. It doesn't matter if it takes one minute
4 or five minutes.
5 MR. YOO: All right. So admitted by
6 you.
7 MR. KELLEY: Okay. I'm done. Thank you
8 very much, Crystal. I appreciate it.
9 THE WITNESS: No problem.
10 MR. KELLEY: Your responses were very
11 clear.
12 MR. YOO: She answered every question
13 she knew.
14
15 Thereupon, the testimony of Angela B.
16 2014, was concluded at 1:23 p.m.
17
18
19
20
21
22
23
24

Page 84

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

STATE OF OHIO
COUNTY OF FRANKLIN

I, Rhonda Lawrence, a Notary Public in and for the State of Ohio, duly commissioned and qualified, do hereby certify that the within-named Crystal Davis was first duly sworn to testify as the truth, the whole truth, and nothing but the truth in the above captioned case the within-named Rhonda Lawrence was present to administer the oath of said witness. I am not interested in the outcome of the foregoing case and do not have knowledge of the contents of this deposition was taken at the time and place in the foregoing caption specified.

I do further certify that I am not a relative, employee or attorney of any of the parties hereto; that I am not a relative or employee of any attorney or counsel employed by the parties hereto; that I am not financially interested in the outcome of the foregoing case; and that I am not a party to the foregoing case.

In witness whereof, I have hereunto set my hand and affixed my seal of office at Columbus, Ohio, on this 10th day of August, 2024.

Rhonda Lawrence
Notary Public, State of Ohio
My commission expires: October 8, 2028

Exhibit #4
Investor Codes

78001

78722

78782

78792

78802

82126

82127

82128

82129

82130

82131

82132

82133

82134

T BANKING AND RECOVERABLE

T TECH FEE

T PRIVATE INVESTOR CLAIM
CLAIM FEE FOR INVESTOR
CLAIM FEE FOR INVESTOR

T TRACKSHEET BALANCE WORK

T HVA SRT BAL IN WORK

T CROSS MCO PROGRAM

R FIVE SERVICE RECOVERY

R RECOVERY SERVICES M

R NON-PRIME SERVICES RECOV

R SERV OUT OF SERVICE

T SERVICE COP

T AIR FORCE NEW CABLE
BRIEF LOCATION ADV

MP Recoverable: Recoverable funds collected in prior to 2010
payments. Advertising and sales in advertising industry.
RECO (high risk) services paid to LP & on behalf of RECO services for
the use of the LP's services. Recoverable funds collected
from the system.
Investor Claim FEE for Private Investor (Investor) of beginning
page 1-15

Investor Claim FEE for Governmental Investor or La Telle
Recovery for investor (high risk) services in California. Recoverable
Funds are used for recovery of claim from the Treasury for services
collected in HVA. Recoverable are collected in order to provide no claim
proceeds due to investor or applied in Treasury.

82128 - Recoverable (Investor) (Investor) paid to Recoverable (Investor)
page 1-15

82129 - Recoverable (Investor) (Investor) paid to Recoverable (Investor)
page 1-15

82130 - Recoverable (Investor) (Investor) paid to Recoverable (Investor)
page 1-15

82131 - Recoverable (Investor) (Investor) paid to Recoverable (Investor)
page 1-15

82132 - Recoverable (Investor) (Investor) paid to Recoverable (Investor)
page 1-15

82133 - Recoverable (Investor) (Investor) paid to Recoverable (Investor)
page 1-15

82134 - Recoverable (Investor) (Investor) paid to Recoverable (Investor)
page 1-15

82135 - Recoverable (Investor) (Investor) paid to Recoverable (Investor)
page 1-15

82136 - Recoverable (Investor) (Investor) paid to Recoverable (Investor)
page 1-15

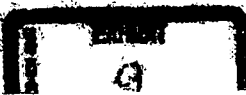
82137 - Recoverable (Investor) (Investor) paid to Recoverable (Investor)
page 1-15

82138 - Recoverable (Investor) (Investor) paid to Recoverable (Investor)
page 1-15

82139 - Recoverable (Investor) (Investor) paid to Recoverable (Investor)
page 1-15

CONFIDENTIAL

JP4002000



JAMES MADISON KELLEY v.
JPMORGAN CHASE BANK

DEPOSITION OF CRYSTAL DAVIS

	acquired (12) 27:10;28:19,21,30-4; 35:12,14,36,22,39;15; 15:50,5,7,73-8	17:2,14,17,18,9,11; 19:3,14,16,21,20,3; 21:6,23,24,3,11,26,6	29:21,56,17,24; 57:19	attorneys (1) 68:21
assets (1) 24:5	acquisition (3) 27:22,36,7,35:9	agreements (1) 18:21	appraisal (2) 58:9,67:17	August (1) 83:15
34 (1) 28:13	acquisition date (1) 30:13	ahead (4) 39:11,48:12,53:11; 56:22	appraise (1) 57:7	AXOS (1) 56:18
500,000 (1) 68:5	action (2) 47:9,61:30	allowed (1) 21:11	appraise (2) 64:3,83:8	B
857,000 (1) 73:1	acting (1) 29:28	altogether (1) 73:11	appraising (1) 65:8	BIS (1) 30:2
500,000 (1) 73:2	admission (2) 57:18,19	Alvarado (2) 5:11,12:9	approximately (2) 10:12,11:5	back (10) 57:6,14,20,15:19; 28:11,30:17,41:23; 33:18,54:24,62:45; 75:18
	advisory (2) 57:5,60:1	always (1) 44:14	AR (1) 48:21	backwards (2) 5:16,20,22,73; 28:15
	advised (6) 28:5,20:1,21,57:11; 63:12,74:19	ambiguity (1) 14:10	arbitrarily (1) 21:16	backwards (1) 54:1
	actually (7) 30:18,34:9,36:24; 38:12,62:2,70:3,77:11	ambiguous (10) 9:3,22,28:9,36:13; 39:10,40:12,56:21; 73:17,74:22,78:6	area (1) 9:24	bailed (1) 34:9
	aid (1) 40:19	amount (9) 28:10,12,30:11; 32:19,55:3,4,55:14; 74:19	arec (2) 35:3,46:4	balance (7) 44:18,47:1,3,22; 62:10,63:2,65:25
	address (1) 67:21	amounts (1) 73:17	arm (1) 47:2	balanced (1) 40:2,3
	adequately (1) 38:20	analysis (1) 64:2	arm's (1) 30:5	balanced (1) 40:4
	adjoining (4) 57:31,62:12,64:1,21	Amos (1) 13:7	around (2) 40:23,69:24	bank (12) 5:7,14,16,17,18,18; 19:17,31:14,62:3,7; 34:4,33:14,33:36,19; 39:13,41:4,58:9,10,16; 31:4,32:16,33:3
	adjustment (4) 34:17,33:1,2,73:10	anniversary (3) 63:20,73:6,69:20	aside (1) 49:3	bank-owned (2) 42:2,70:20
	adjustments (2) 66:17,33:14	annoying (1) 24:20	assist (1) 24:18	banks (2) 45:9
	admissible (3) 11:13,75:14,36:21	annual (6) 26:16,23,36:5,73:5; 10:30,8	assort (2) 22:15,67:17	based (4) 19:24,36:21,68:17; 79:11
	admitted (1) 83:5	annually (1) 64:31	assess (2) 17:24,23:11,14; 36:19,76:5	basically (1) 84:6
	admission (11) 8:12,22:1,1,6; 41:14,15,56:13,17,24; 73:14,77:3	anxiety (1) 24:20	astute (6) 18:4,23:6,24:5; 35:13,16,42:8	bank (1) 29:15
	advises (6) 9:15,24:12,22,19:19; 24:16,39:21	anxiety (1) 24:20	assigned (2) 61:2	basis (5) 41:24,36:21,68:17; 79:11
	adult (11) 20:3,22:15,19:23; 46:34,53:15,54:15; 59:15,62:15,64:20; 62:24,60:17	anxiety (1) 24:20	assisted (1) 23:9	basically (1) 84:6
	adults (1) 67:28	anxiety (1) 24:20	assumes (1) 31:5	bank (1) 29:15
	advised (1) 76:11	anxiety (1) 24:20	assumed (2) 17:24,24:6	basis (5) 41:24,36:21,68:17; 79:11
	According (1) 13:21	anxiety (1) 24:20	Assumes (12) 14:21,15:1,20:17; 23:6,34:23,25:24; 58:17,45:10,46:11; 50:15,58:14,70:10	basically (1) 84:6
	amount (5) 44:16,52:9,48:19; 60:11,52:12	anxiety (1) 24:20	assuring (3) 23:7,24:4,66:3	basically (1) 84:6
	Amounts (1) 6:11,57	anxiety (1) 24:20	assumption (12) 17:2,14,16,18,9; 19:14,20,20:3,21:4; 23:5,24:3,11,26:6	below (1) 57:24
	amounted (2) 28:28,36:20	anxiety (1) 24:20	attached (1) 31:8	below (1) 55:18
	amounting (3) 63:20,14,20,21; 22:4,14,9,10,11,23; 63:7,10,20,21,17,27,3; 88:12,13,17,18,29,4; 63:1,20,32,23,37:14; 35:34,35:19,61:5; 65:14,76:11,78:4	anxiety (1) 24:20	attorney (1) 64:19	best (1)
	amounts (5) 28:28,14,20,21; 22:4,14,9,10,11,23; 63:7,10,20,21,17,27,3; 88:12,13,17,18,29,4; 63:1,20,32,23,37:14; 35:34,35:19,61:5; 65:14,76:11,78:4	anxiety (1) 24:20		

4123	637	changed (4)	7614, 17, 22, 61, 121	center (1)	6321
4124	6413, 17, 73, 5	1317	623, 4, 5, 7, 9, 11, 18, 20	center (2)	6719, 18
4125	15, 6, 7, 22, 22, 24, 24	center (1)	31, 22, 23, 20, 21, 22, 1	center (1)	11, 13, 17, 14, 5, 7
4126	21, 23, 23, 70, 17, 18	46, 13	4, 5, 5, 5, 19, 21, 24, 15	center (1)	11, 14, 18, 2
4127	3, 2, 4, 6, 11, 7, 5, 8	center (47)	73, 21	center (1)	39, 4, 12, 5, 11, 12
4128	23, 11, 20, 6, 14, 13	52, 1, 2, 3, 12, 1, 20, 2	center (1)	center (1)	632
4129	17, 17, 23, 18, 4, 5	12, 1, 1, 2, 3, 2, 2, 5, 7	center (1)	center (1)	418, 14, 4
4130	20, 15, 2, 2, 2, 6, 1, 1, 1	12, 1, 1, 2, 3, 2, 2, 5, 7	center (1)	center (1)	27, 1, 2, 1, 3
4131	22, 1, 4, 1, 0	26, 1, 6, 2, 2, 2, 2, 1, 1, 0	center (1)	center (1)	27, 1, 2, 1, 3
4132	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4133	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4134	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4135	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4136	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4137	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4138	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4139	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4140	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4141	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4142	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4143	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4144	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4145	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4146	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4147	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4148	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4149	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4150	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4151	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4152	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4153	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4154	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4155	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4156	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4157	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3
4158	4, 2, 2, 4, 4, 5, 6, 4, 5, 15	14, 1, 2, 2, 2, 2, 2, 2, 2, 2	center (1)	center (1)	27, 1, 2, 1, 3

NOV 19 1964
FBI - NEW YORK

JAMES MADSEN KELLEY
JPMORGAN CHASE BANK

DEPOSITION OF CRYSTAL DAVIS

<p>facility (3) 61:29</p> <p>fact (9) 13:10; 13:13; 17:22</p> <p>fact (13) 14:21; 24:1; 29:19; 35:4; 43:3; 39:24; 39:17; 45:10; 46:11; 50:19; 51:14; 70:10; 83:2</p> <p>fact (1) 18:18</p> <p>fact (12) 30:7; 33:2; 34:11; 36:2; 37:1; 41:2; 43:4; 54:1</p> <p>fact (19) 18:7; 27:2; 28:7; 11; 14:37; 41:10; 43:28; 39:2; 43:1; 46:15; 47:16; 49:7; 50:5; 70:18; 74:7; 75:3</p> <p>fact (3) 42:18; 43:10; 19</p> <p>fact (1) 41:22; 58:2</p> <p>fact (3) 38:17</p> <p>fact (1) 16:4</p> <p>fact (1) 17:32; 15:27; 16:64; 70:7; 71:2</p> <p>fact (1) 7:16</p> <p>fact (2) 38:18; 37:24; 59:5</p> <p>fact (1) 30:20</p> <p>fact (1) 75:4</p> <p>fact (1) 39:2</p> <p>fact (1) 37:23; 38:14; 78:16; 79:11; 14:36; 30:20</p> <p>fact (1) 34:52; 49:16; 82:3</p> <p>fact (1) 81:70</p> <p>fact (1) 74:28</p> <p>fact (2) 15:20; 57:12</p> <p>fact (1) 25:11</p> <p>fact (1) 34:7; 37:2</p> <p>fact (1) 32:44</p> <p>fact (2)</p>	<p>fact (1) 41:4</p> <p>fact (8) 38:18; 11</p> <p>fact (9) 3:2; 15:13; 10:7; 17; 19:28; 34:12; 43:2; 59:11</p> <p>fact (1) 12:7</p> <p>fact (1) 12:8</p> <p>fact (1) 11:13; 42:9; 15:8; 34</p> <p>fact (1) 30:4; 58:1</p> <p>fact (1) 65:21</p> <p>fact (1) 62:16</p> <p>fact (1) 7:24; 74:6</p> <p>fact (1) 75:18</p> <p>fact (1) 32:15</p> <p>fact (1) 81:20</p> <p>fact (1) 51:5</p> <p>fact (2) 52:18; 23</p> <p>fact (1) 33:38</p> <p>fact (1) 79:15</p> <p>fact (2) 12:7; 32:1</p> <p>fact (1) 142:35; 26:10</p> <p>fact (1) 15:19; 71:11</p> <p>fact (1) 72:4</p> <p>fact (1) 72:5</p> <p>fact (1) 73:1</p> <p>fact (1) 20:31; 31:4; 75:22; 36:13; 18:45; 11; 46:10; 30:20; 68:15; 16; 70:9</p> <p>fact (1) 20:13</p> <p>fact (2) 42:18; 43:16</p> <p>fact (2) 14:19; 50:16; 74:1</p> <p>fact (1) 39:12; 1</p> <p>fact (2)</p>	<p>fact (1) 60:20</p> <p>fact (3) 41:20; 21:58; 18</p> <p>fact (8) 23:5; 47:7; 49:18; 66:8</p> <p>fact (1) 29:14</p> <p>C</p> <p>fact (6) 76:12; 13:77; 12:3; 4</p> <p>fact (1) 75:9</p> <p>fact (1) 82:7</p> <p>fact (8) 92:33; 10:13; 15:4; 60:6; 11</p> <p>fact (5) 43:16; 69:2; 81:28</p> <p>fact (1) 82:17</p> <p>fact (2) 59:5; 16</p> <p>fact (1) 54:33</p> <p>fact (1) 82:15</p> <p>fact (3) 42:19; 43:10; 20</p> <p>fact (1) 29:20; 57:21</p> <p>fact (1) 44:21; 52:7; 50:5; 23</p> <p>fact (1) 18:20; 62:15</p> <p>fact (1) 149:21; 15</p> <p>fact (1) 59:12</p> <p>fact (1) 40:21</p> <p>fact (2) 27:22; 23:5</p> <p>fact (1) 5:14</p> <p>fact (1) 52:4</p> <p>fact (1) 52:1</p> <p>fact (1) 79:1</p> <p>fact (1) 67:18</p> <p>fact (19) 79:20; 21:20; 22; 10:21; 41:13; 15:19; 18; 63:9; 13:52; 14:14; 69:14; 15:21; 79:19; 22</p>	<p>fact (7) 10:2; 7:16; 17; 19; 22</p> <p>fact (2) 34:17; 80:23</p> <p>fact (3) 25:14; 34:15; 20</p> <p>fact (1) 25:20</p> <p>fact (1) 25:11</p> <p>fact (1) 3:10; 17:32; 57:7; 46:14; 47:18; 51:16; 59:22; 79:14</p> <p>fact (2) 34:1; 78:2</p> <p>fact (2) 64:16; 65:21</p> <p>H</p> <p>fact (1) 69:19</p> <p>fact (1) 69:20</p> <p>fact (1) 66:8</p> <p>fact (3) 69:12; 71:18; 72:12</p> <p>fact (1) 75:10</p> <p>fact (1) 79:20</p> <p>fact (1) 69:9</p> <p>fact (4) 51:24; 24:53; 12; 54:20</p> <p>fact (6) 20:8; 9:11; 21:6; 18; 19</p> <p>fact (1) 32:14</p> <p>fact (1) 4:23</p> <p>fact (1) 60:13</p> <p>fact (1) 49:18</p> <p>fact (1) 38:2; 76:8; 79:4</p> <p>fact (1) 67:1</p> <p>fact (1) 80:15</p> <p>fact (3) 71:13; 72:1; 13</p> <p>fact (1) 71:19; 77:11</p> <p>fact (1) 18:3</p>	<p>fact (1) 52</p> <p>fact (1) 78:9</p> <p>fact (1) 24:6</p> <p>fact (6) 69:21; 23; 29; 30; 13; 53:7; 8</p> <p>fact (1) 52:1; 44:2</p> <p>fact (1) 33:9; 36:3</p> <p>fact (9) 18:10; 21:6; 26:1; 30:10; 35:3; 64:11; 12; 86:3; 33:18</p> <p>fact (2) 14:4; 46:12</p> <p>fact (1) 57:22</p> <p>fact (1) 58:12</p> <p>fact (1) 19:2</p> <p>fact (1) 10:15</p> <p>fact (1) 48:23</p> <p>fact (1) 12:17</p> <p>fact (1) 41:18</p> <p>fact (1) 46:16; 49:21</p> <p>fact (2) 75:12; 79:3</p> <p>fact (1) 76:10</p> <p>fact (1) 73:8</p> <p>fact (2) 42:24; 43:1</p> <p>fact (1) 73:12</p> <p>I</p> <p>fact (2) 44:10; 12:48; 10; 53:15; 54:25</p> <p>fact (1) 48:6</p> <p>fact (1) 60:9</p> <p>fact (6) 17:11; 33:30; 41:9; 45:21; 49:14; 52:12</p> <p>fact (1) 28:43; 20:48; 18</p> <p>fact (1) 21:2; 12:18</p>
---	---	--	--	--

**JAMES MADISON KILLEY v.
JAMES MADISON KILLEY**

DEPOSITION OF CRYSTAL DAVIS

INDEX (1)	Instructions (1)	40:8	43:13	43:13-7:55:13; 7:55:20
70:4	56:17	11:04 (1)	Knowing (1)	United (1)
Impaired (5)	72:9	72:13	72:8	23:11
24:19; 22:15; 71:19;			Knowledge (2)	Doc (5)
72:3	73:1		19:8; 13:20	53:2; 56:5; 63:18
Impairment (2)	73:1		Knowledgeable (1)	65:11; 1:15; 6:3
43:22	74:10		20:2	More (4)
Impaired (3)	75:1		20:2	19:1; 2:54; 18:53
16:12; 7:55:13	76:1		20:2	18: (1)
Has (2)	77:1		20:2	49:1
Impairment (2)	78:1		20:2	United (1)
39:12	79:1		20:2	72:3
Impaired (3)	80:1		20:2	72:3
31:5; 2:22	81:1		20:2	26:1
Impaired (1)	82:1		20:2	80: (10)
73:1	83:1		20:2	51:1; 2:18; 14:11
Impairment (2)	84:1		20:2	23:5; 28:16; 30:5; 45:22
18:16; 3:1	85:1		20:2	46:3; 47:1; 46:3
Impaired (1)	86:1		20:2	United (1)
73:1	87:1		20:2	54:21
Impairment (2)	88:1		20:2	United (1)
18:16; 3:1	89:1		20:2	54:21
Impaired (1)	90:1		20:2	54:21
73:1	91:1		20:2	54:21
Impairment (2)	92:1		20:2	54:21
18:16; 3:1	93:1		20:2	54:21
Impaired (1)	94:1		20:2	54:21
73:1	95:1		20:2	54:21
Impairment (2)	96:1		20:2	54:21
18:16; 3:1	97:1		20:2	54:21
Impaired (1)	98:1		20:2	54:21
73:1	99:1		20:2	54:21
Impairment (2)	100:1		20:2	54:21
18:16; 3:1	101:1		20:2	54:21
Impaired (1)	102:1		20:2	54:21
73:1	103:1		20:2	54:21
Impairment (2)	104:1		20:2	54:21
18:16; 3:1	105:1		20:2	54:21
Impaired (1)	106:1		20:2	54:21
73:1	107:1		20:2	54:21
Impairment (2)	108:1		20:2	54:21
18:16; 3:1	109:1		20:2	54:21
Impaired (1)	110:1		20:2	54:21
73:1	111:1		20:2	54:21
Impairment (2)	112:1		20:2	54:21
18:16; 3:1	113:1		20:2	54:21
Impaired (1)	114:1		20:2	54:21
73:1	115:1		20:2	54:21
Impairment (2)	116:1		20:2	54:21
18:16; 3:1	117:1		20:2	54:21
Impaired (1)	118:1		20:2	54:21
73:1	119:1		20:2	54:21
Impairment (2)	120:1		20:2	54:21
18:16; 3:1	121:1		20:2	54:21
Impaired (1)	122:1		20:2	54:21
73:1	123:1		20:2	54:21
Impairment (2)	124:1		20:2	54:21
18:16; 3:1	125:1		20:2	54:21
Impaired (1)	126:1		20:2	54:21
73:1	127:1		20:2	54:21
Impairment (2)	128:1		20:2	54:21
18:16; 3:1	129:1		20:2	54:21
Impaired (1)	130:1		20:2	54:21
73:1	131:1		20:2	54:21
Impairment (2)	132:1		20:2	54:21
18:16; 3:1	133:1		20:2	54:21
Impaired (1)	134:1		20:2	54:21
73:1	135:1		20:2	54:21
Impairment (2)	136:1		20:2	54:21
18:16; 3:1	137:1		20:2	54:21
Impaired (1)	138:1		20:2	54:21
73:1	139:1		20:2	54:21
Impairment (2)	140:1		20:2	54:21
18:16; 3:1	141:1		20:2	54:21
Impaired (1)	142:1		20:2	54:21
73:1	143:1		20:2	54:21
Impairment (2)	144:1		20:2	54:21
18:16; 3:1	145:1		20:2	54:21
Impaired (1)	146:1		20:2	54:21
73:1	147:1		20:2	54:21
Impairment (2)	148:1		20:2	54:21
18:16; 3:1	149:1		20:2	54:21
Impaired (1)	150:1		20:2	54:21
73:1	151:1		20:2	54:21
Impairment (2)	152:1		20:2	54:21
18:16; 3:1	153:1		20:2	54:21
Impaired (1)	154:1		20:2	54:21
73:1	155:1		20:2	54:21
Impairment (2)	156:1		20:2	54:21
18:16; 3:1	157:1		20:2	54:21
Impaired (1)	158:1		20:2	54:21
73:1	159:1		20:2	54:21
Impairment (2)	160:1		20:2	54:21
18:16; 3:1	161:1		20:2	54:21
Impaired (1)	162:1		20:2	54:21
73:1	163:1		20:2	54:21
Impairment (2)	164:1		20:2	54:21
18:16; 3:1	165:1		20:2	54:21
Impaired (1)	166:1		20:2	54:21
73:1	167:1		20:2	54:21
Impairment (2)	168:1		20:2	54:21
18:16; 3:1	169:1		20:2	54:21
Impaired (1)	170:1		20:2	54:21
73:1	171:1		20:2	54:21
Impairment (2)	172:1		20:2	54:21
18:16; 3:1	173:1		20:2	54:21
Impaired (1)	174:1		20:2	54:21
73:1	175:1		20:2	54:21
Impairment (2)	176:1		20:2	54:21
18:16; 3:1	177:1		20:2	54:21
Impaired (1)	178:1		20:2	54:21
73:1	179:1		20:2	54:21
Impairment (2)	180:1		20:2	54:21
18:16; 3:1	181:1		20:2	54:21
Impaired (1)	182:1		20:2	54:21
73:1	183:1		20:2	54:21
Impairment (2)	184:1		20:2	54:21
18:16; 3:1	185:1		20:2	54:21
Impaired (1)	186:1		20:2	54:21
73:1	187:1		20:2	54:21
Impairment (2)	188:1		20:2	54:21
18:16; 3:1	189:1		20:2	54:21
Impaired (1)	190:1		20:2	54:21
73:1	191:1		20:2	54:21
Impairment (2)	192:1		20:2	54:21
18:16; 3:1	193:1		20:2	54:21
Impaired (1)	194:1		20:2	54:21
73:1	195:1		20:2	54:21
Impairment (2)	196:1		20:2	54:21
18:16; 3:1	197:1		20:2	54:21
Impaired (1)	198:1		20:2	54:21
73:1	199:1		20:2	54:21
Impairment (2)	200:1		20:2	54:21

61-5259-16 61-5259-17 61-5259-18 61-5259-19 61-5259-20 61-5259-21 61-5259-22 61-5259-23 61-5259-24 61-5259-25 61-5259-26 61-5259-27 61-5259-28 61-5259-29 61-5259-30 61-5259-31 61-5259-32 61-5259-33 61-5259-34 61-5259-35 61-5259-36 61-5259-37 61-5259-38 61-5259-39 61-5259-40 61-5259-41 61-5259-42 61-5259-43 61-5259-44 61-5259-45 61-5259-46 61-5259-47 61-5259-48 61-5259-49 61-5259-50 61-5259-51 61-5259-52 61-5259-53 61-5259-54 61-5259-55 61-5259-56 61-5259-57 61-5259-58 61-5259-59 61-5259-60 61-5259-61 61-5259-62 61-5259-63 61-5259-64 61-5259-65 61-5259-66 61-5259-67 61-5259-68 61-5259-69 61-5259-70 61-5259-71 61-5259-72 61-5259-73 61-5259-74 61-5259-75 61-5259-76 61-5259-77 61-5259-78 61-5259-79 61-5259-80 61-5259-81 61-5259-82 61-5259-83 61-5259-84 61-5259-85 61-5259-86 61-5259-87 61-5259-88 61-5259-89 61-5259-90 61-5259-91 61-5259-92 61-5259-93 61-5259-94 61-5259-95 61-5259-96 61-5259-97 61-5259-98 61-5259-99 61-5259-100	61-5259-101 61-5259-102 61-5259-103 61-5259-104 61-5259-105 61-5259-106 61-5259-107 61-5259-108 61-5259-109 61-5259-110 61-5259-111 61-5259-112 61-5259-113 61-5259-114 61-5259-115 61-5259-116 61-5259-117 61-5259-118 61-5259-119 61-5259-120 61-5259-121 61-5259-122 61-5259-123 61-5259-124 61-5259-125 61-5259-126 61-5259-127 61-5259-128 61-5259-129 61-5259-130 61-5259-131 61-5259-132 61-5259-133 61-5259-134 61-5259-135 61-5259-136 61-5259-137 61-5259-138 61-5259-139 61-5259-140 61-5259-141 61-5259-142 61-5259-143 61-5259-144 61-5259-145 61-5259-146 61-5259-147 61-5259-148 61-5259-149 61-5259-150 61-5259-151 61-5259-152 61-5259-153 61-5259-154 61-5259-155 61-5259-156 61-5259-157 61-5259-158 61-5259-159 61-5259-160 61-5259-161 61-5259-162 61-5259-163 61-5259-164 61-5259-165 61-5259-166 61-5259-167 61-5259-168 61-5259-169 61-5259-170 61-5259-171 61-5259-172 61-5259-173 61-5259-174 61-5259-175 61-5259-176 61-5259-177 61-5259-178 61-5259-179 61-5259-180 61-5259-181 61-5259-182 61-5259-183 61-5259-184 61-5259-185 61-5259-186 61-5259-187 61-5259-188 61-5259-189 61-5259-190 61-5259-191 61-5259-192 61-5259-193 61-5259-194 61-5259-195 61-5259-196 61-5259-197 61-5259-198 61-5259-199 61-5259-200	61-5259-201 61-5259-202 61-5259-203 61-5259-204 61-5259-205 61-5259-206 61-5259-207 61-5259-208 61-5259-209 61-5259-210 61-5259-211 61-5259-212 61-5259-213 61-5259-214 61-5259-215 61-5259-216 61-5259-217 61-5259-218 61-5259-219 61-5259-220 61-5259-221 61-5259-222 61-5259-223 61-5259-224 61-5259-225 61-5259-226 61-5259-227 61-5259-228 61-5259-229 61-5259-230 61-5259-231 61-5259-232 61-5259-233 61-5259-234 61-5259-235 61-5259-236 61-5259-237 61-5259-238 61-5259-239 61-5259-240 61-5259-241 61-5259-242 61-5259-243 61-5259-244 61-5259-245 61-5259-246 61-5259-247 61-5259-248 61-5259-249 61-5259-250 61-5259-251 61-5259-252 61-5259-253 61-5259-254 61-5259-255 61-5259-256 61-5259-257 61-5259-258 61-5259-259 61-5259-260 61-5259-261 61-5259-262 61-5259-263 61-5259-264 61-5259-265 61-5259-266 61-5259-267 61-5259-268 61-5259-269 61-5259-270 61-5259-271 61-5259-272 61-5259-273 61-5259-274 61-5259-275 61-5259-276 61-5259-277 61-5259-278 61-5259-279 61-5259-280 61-5259-281 61-5259-282 61-5259-283 61-5259-284 61-5259-285 61-5259-286 61-5259-287 61-5259-288 61-5259-289 61-5259-290 61-5259-291 61-5259-292 61-5259-293 61-5259-294 61-5259-295 61-5259-296 61-5259-297 61-5259-298 61-5259-299 61-5259-300	61-5259-301 61-5259-302 61-5259-303 61-5259-304 61-5259-305 61-5259-306 61-5259-307 61-5259-308 61-5259-309 61-5259-310 61-5259-311 61-5259-312 61-5259-313 61-5259-314 61-5259-315 61-5259-316 61-5259-317 61-5259-318 61-5259-319 61-5259-320 61-5259-321 61-5259-322 61-5259-323 61-5259-324 61-5259-325 61-5259-326 61-5259-327 61-5259-328 61-5259-329 61-5259-330 61-5259-331 61-5259-332 61-5259-333 61-5259-334 61-5259-335 61-5259-336 61-5259-337 61-5259-338 61-5259-339 61-5259-340 61-5259-341 61-5259-342 61-5259-343 61-5259-344 61-5259-345 61-5259-346 61-5259-347 61-5259-348 61-5259-349 61-5259-350 61-5259-351 61-5259-352 61-5259-353 61-5259-354 61-5259-355 61-5259-356 61-5259-357 61-5259-358 61-5259-359 61-5259-360 61-5259-361 61-5259-362 61-5259-363 61-5259-364 61-5259-365 61-5259-366 61-5259-367 61-5259-368 61-5259-369 61-5259-370 61-5259-371 61-5259-372 61-5259-373 61-5259-374 61-5259-375 61-5259-376 61-5259-377 61-5259-378 61-5259-379 61-5259-380 61-5259-381 61-5259-382 61-5259-383 61-5259-384 61-5259-385 61-5259-386 61-5259-387 61-5259-388 61-5259-389 61-5259-390 61-5259-391 61-5259-392 61-5259-393 61-5259-394 61-5259-395 61-5259-396 61-5259-397 61-5259-398 61-5259-399 61-5259-400
---	--	--	--

JAMIE MARSHON KELLEY
JIM CRIGAN (CRASH INVEST)

DEPOSITION OF CRYSTAL DAVIS

63-16-04-01-02-23	10-21-22-24-86-13	35-18-77-3	16-3-89-8-65-19-62-21	real (7)
755	paying (1)	portions (1)	74-4-77-14	real (7)
overdraft (2)	20-16-36-3	road (1)	problem (1)	real (7)
18-02-21	payments (2)	31-22	83-9	real (7)
own (3)	34-17-35-7	position (6)	procedures (3)	real (7)
10-25-11-13-21-14	control (1)	62-17-11-14-18-19	77-1-78-2-9	real (7)
62-4	71	22	prolapsed (1)	real (7)
owned (2)	71-1 (1)	positive (2)	76-2	real (7)
8-9-23-16-78-20	71-5	61-3-11	70-19-23-81-34	real (7)
own (3)	people (4)	possession (1)	71-9-10	real (7)
10-23	61-3-4-9-63-7	81-16	71-11-12-13-18-21-22	real (7)
	5-8	possibility (2)	61-3-11-22-45-60-16	real (7)
	perhaps (1)	23-12	13-30-21-22-23-75-21	real (7)
	22-23	possible (1)	71-11-12-13-18-21-22	real (7)
	Permanent (1)	75-4	11-5-11-11-41-23	real (7)
	33-11	75-4	43-1-18-19-73-15-20	real (7)
	possible (1)	58-14	74-2-3-7-22-81-32	real (7)
	person (3)	potential (1)	receivable (1)	real (7)
	18-15-20-14-92-5	61-1	77-3	real (7)
	41-12-15	72	received (3)	real (7)
	particular (3)	78-3	85-1	real (7)
	31-15-16-18	pre-9-1-27 (1)	receiver (7)	real (7)
	parted (1)	51-11	17-3-24-4-25-17	real (7)
	19-1	pre-claim (1)	35-11-37-16-18-12	real (7)
	phone (2)	48-1	89-8	real (7)
	11-10-13-15	pre-claim (1)	receivable (3)	real (7)
	planned (2)	36-5	14-20-15-17-50-17	real (7)
	30-22-78-6	Preparation (2)	88-13	real (7)
	plans (3)	51-13-52-15	Baron (2)	real (7)
	39-15	preparation (1)	36-25-23	real (7)
	plan (1)	11-21-13-15-56-11	turnoffs (1)	real (7)
	31-10	prepared (1)	77-4	real (7)
	position (3)	33-13	reconstruction (3)	real (7)
	42-14-20-21-16-5-8	preparation (1)	61-2	real (7)
	platforms (3)	30-13	record (17)	real (7)
	49-22-31-2-4	present (9)	15-13-19-17-40	real (7)
	plans (5)	5-4	35-14-16-18-22-50-18	real (7)
	23-12-22-33-19	preparation (1)	56-10-11-23-59-12	real (7)
	plotted (2)	30-7	86-14-15-16-17-23	real (7)
	47-5	pre-claim (1)	33-15	real (7)
	47-7	pre-claim (1)	received (5)	real (7)
	plan (1)	pre-claim (1)	30-23-24-35-12	real (7)
	61-19	pre-claim (1)	62-7-75-10	real (7)
	pre (1)	pre-claim (1)	33-21-40-17-56-12	real (7)
		pre-claim (1)	77-7	real (7)

page (39)

17-11-12-13-18-19	part (37)	part (37)	part (37)
16-1-21-22-23-4-6	part (4)	part (4)	part (4)
24-2-7-10-24-11-24	part (1)	part (1)	part (1)
25-3-11-12-13-15	part (1)	part (1)	part (1)
26-4-11-20-14-24-16	part (3)	part (3)	part (3)
12-13-14-15-16-17	part (1)	part (1)	part (1)
17-14-15-16-17-18	part (1)	part (1)	part (1)
67-10-18	part (1)	part (1)	part (1)
part (2)	part (2)	part (2)	part (2)
30-23-31	part (2)	part (2)	part (2)
part (4)	part (4)	part (4)	part (4)
20-13-14-15-16-17	part (1)	part (1)	part (1)
part (1)	part (1)	part (1)	part (1)
61-3	part (3)	part (3)	part (3)
part (3)	part (3)	part (3)	part (3)
17-14	part (1)	part (1)	part (1)
30-3	part (1)	part (1)	part (1)
part (17)	part (17)	part (17)	part (17)
30-1-2-3-14-15-16	part (1)	part (1)	part (1)
31-2-3-14-15-16-17	part (1)	part (1)	part (1)
4-11-15-17	part (1)	part (1)	part (1)
part (10)	part (10)	part (10)	part (10)
20-12	part (1)	part (1)	part (1)
part (1)	part (1)	part (1)	part (1)
18-19-20-21-22	part (1)	part (1)	part (1)
part (1)	part (1)	part (1)	part (1)
18-22	part (1)	part (1)	part (1)
part (1)	part (1)	part (1)	part (1)

THE NATIONAL ARCHIVES

DECEMBER 10, 1964

JPMORGAN CHASE BANK, N.A. - 153

REPORTING NAME: KELLEY JAMES M

7-10-68

ASIAN TRANSFORMER HISTORY

04 JUL 68 10 51 12

[illegible]

RP Investigative Agency
Exhibit 5

Exhibit 6142

Investor Disclosure Letter

CHASE

Chase Bank
1000 Bank Building
Columbus, OH 43260-4000

March 31, 2011

Mr. [REDACTED]
1000 Bank Building
Columbus, OH 43260-4000

Mr. [REDACTED]
[REDACTED]

Dear Mr. [REDACTED]:

[REDACTED]

Thank you for your interest in the [REDACTED] Chase Bank of Ohio. We are pleased to hear that you are considering investing in the [REDACTED] Chase Bank of Ohio.

Your firm was not a public company, as required by [REDACTED] Chase Bank of Ohio, and may be subject to a number of restrictions. As the holder of your firm, Chase is obligated by [REDACTED] to handle your firm's securities in accordance with the [REDACTED]. The [REDACTED] of your firm is [REDACTED].

1000 Bank Building
Columbus, OH 43260
(614) 444-0100

We appreciate your business. If you have questions, please call us at the telephone number below.

Sincerely,

[Signature]

Chase Bank
1000 Bank Building
Columbus, OH 43260
(614) 444-0100
1000 Bank Building
Columbus, OH 43260
(614) 444-0100

CCNY

Chase Bank of Ohio

10/15/2023

10/15/2023 11:11 AM
10/15/2023 11:11 AM
10/15/2023 11:11 AM

10/15/2023

10/15/2023 11:11 AM
10/15/2023 11:11 AM
10/15/2023 11:11 AM

10/15/2023 11:11 AM
10/15/2023 11:11 AM
10/15/2023 11:11 AM

10/15/2023 11:11 AM
10/15/2023 11:11 AM
10/15/2023 11:11 AM

10/15/2023

10/15/2023

10/15/2023 11:11 AM
10/15/2023 11:11 AM
10/15/2023 11:11 AM

10/15/2023 11:11 AM
10/15/2023 11:11 AM
10/15/2023 11:11 AM

10/15/2023

10/15/2023 11:11 AM
10/15/2023 11:11 AM
10/15/2023 11:11 AM

CHASE

Exhibit 442
pg 2

